



Posted: Friday, October 09, 2020

NOTICE AND CALL OF A REGULAR MEETING OF THE TRINIDAD CITY COUNCIL

The Trinidad City Council will hold a regular meeting on
TUESDAY, OCTOBER 13, 2020, at 6:00 PM

THIS MEETING WILL BE HELD VIA WEBEX VIDEOCONFERENCE

In accordance with Executive Order N-29-20 this meeting will be held via videoconference, and will be hosted on the **Cisco Webex Platform**. Learn more about Webex here: <https://www.webex.com/>

PUBLIC COMMENT: Public comment may be submitted via email in advance of the meeting, or in an orderly process during the conference. If you do not have access to email and you would like to provide a written statement, please deliver your comment to 409 Trinity Street, Trinidad CA, by 2:00pm on the meeting day.

Email public comments to cityclerk@trinidad.ca.gov Your comments will be included in the public record for the meeting, and will be accepted at any time during the meeting.

HOW TO PARTICIPATE: The City will publish a direct link to the conference, along with the participant code, on the City Calendar page online at <http://trinidad.ca.gov/calendar>

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ADJOURN TO CLOSED SESSION

1. Pursuant to Government Code, Section 54957: Continued City Manager Performance Evaluation

IV. RECONVENE TO OPEN SESSION & CLOSED SESSION REPORT

V. APPROVAL OF AGENDA

VI. APPROVAL OF MINUTES – 08-11-2020 cc, 09-08-2020 cc

VII. COUNCIL REPORTS/COMMITTEE ASSIGNMENTS

VIII. STAFF REPORTS – City Manager & Law Enforcement

IX. ITEMS FROM THE FLOOR

At this time, members of the public may comment on items NOT appearing on the agenda. Individual comments will be limited to 3 minutes or less. Comments should be directed to the Council as a whole and not to individual Council Members or staff. Council and staff responses will be minimal for non-agenda items.

X. CONSENT AGENDA

All matters on the Consent Agenda are considered routine by the City Council and are enacted in one motion. There is no separate discussion of any of these items. If discussion is requested by any Council member, that item is removed from the Consent Calendar and considered separately. A single opportunity for public comment on the Consent Agenda is available to the public.

1. Staff Activity Report – September 2020
2. Financial Statements – August 2020
3. Law Enforcement Report – September 2020
4. Resolution 2020-18: Local Roads Safety Plan & Application
5. CIRA-JPA Agreement and Bylaws

6. City Attorney Legal Services Agreement with Mitchell Law Firm.
7. Second Reading of Ordinance 2020-01; Extending the .75% Transaction and Use Tax For General Purposes to Continue to be Administered by the California Department of Tax and Fee Administration if Adopted by the Voters at the November General Election.
8. Amending Resolution 2019-13 Authorizing the Trails Advisory Committee
9. Proposition 68 Coastal Resilience Planning Grant

IX. DISCUSSION/ACTION AGENDA ITEMS

1. Proclamation 2020-01: Celebrating Indigenous People's Week
2. Discussion/Decision regarding Water Main Replacement for Van Wycke Street.
3. Discussion/Decision regarding Resolution 2020-19; Entering into an Energy Service Design-Build Contract for the Town Hall Solar Project.
4. Discussion/Decision regarding Draft Government-to-Government Meeting Policy.
5. Discussion/Guidance regarding Halloween in Trinidad.
6. First Reading of Ordinance 2020-02; Amending Section 3.20.100 Regarding Transient Occupancy Tax Recordkeeping.
7. Discussion/Decision regarding Restricting Overnight Parking on Edwards Street Between Trinity and Hector Street.
8. Resolution 2020-20 – Supporting Prop 20, Reducing Crime and Keeping California Safe Act
9. Fiscal Year Budget Review

XI. FUTURE AGENDA ITEMS

APPROVAL OF MINUTES FOR:

AUGUST 11, 2020 CC

SEPTEMBER 08, 2020 CC

Supporting Documentation follows with:

15 PAGES

MINUTES OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL
TUESDAY, AUGUST 11, 2020

I. CALL TO ORDER

Mayor Ladwig called the Webex virtual meeting to order at 6:00pm. Council members in attendance: Ladwig, Miller, West, Grover, Davies. City Staff in attendance: City Manager Eli Naffah, City Clerk Gabriel Adams, City Planner, Trever Parker, and City Engineer Patrick Sullivan.

II. PLEDGE OF ALLEGIANCE

III. ADJOURN TO CLOSED SESSION – Closed Session held at the conclusion of the regular meeting.

IV. APPROVAL OF THE AGENDA

Motion (Grover/West) to approve the agenda as written. Passed unanimously.

V. APPROVAL OF MINUTES – 07-14-2020 cc

Motion (Grover/West) to approve the minutes as written. Passed unanimously.

VI. COUNCIL REPORTS/COMMITTEE ASSIGNMENTS

Grover: Announced his candidacy for the 2-year City Council seat on the November ballot. Will be outreaching to the community leading up to the election.

Clompus: City Council onboard activity completed in July. Met with Rancheria, Tsurai, and hope to have committee assignments on the September agenda and take on more responsibilities.

Davies: No report.

Ladwig: No report.

West: No report.

VII. STAFF REPORTS – City Manager & Law Enforcement

City Manager Eli Naffah noted the highlights listed in the packet report; Slurry Seal project scheduled for September 17, and the Town Hall Solar proposals should be received by September 03. Sea Level Rise discussion next week on the League of CA Cities. October 7-9 League Conference will be held online.

Ladwig: Please include water production use and loss report every month.

VIII. ITEMS FROM THE FLOOR

(Three (3) minute limit per Speaker unless Council approves request for extended time.)

Anita Thompson – Trinidad

Status of the hydrant replacement project for Van Wycke and the Harbor? City Manager Naffah explained construction will begin the day after Labor Day.

Dwight Miller – Trinidad

Who represented trail users at the Van Wycke stakeholder meetings? The Van Wycke Trail experience is different than walking Edwards Street. Vista points will not be used. The utility bridge is a good idea, but how about a bridge for pedestrians? Non-participation by Trinidad residents in the discussion is an issue. The January 14 meeting was made by non-resident influence. It was a narrow, emotional decision to remove trail rehab from the project, and remove trail user stakeholders from the discussion.

Mayor Ladwig reminded the public that the Trails Committee and Planning Commission are meeting next week, and detailed comments are encouraged at those meetings for continued input.

Dick Bruce – Trinidad

Echoed Dwight Miller's comments. Stakeholder meetings only included adjacent property owners – not trail users. It's important that the residents and trail users be recognized as stakeholders.

IX. CONSENT AGENDA

1. Staff Activity Report – July 2020
2. Financial Statements – June 2020
3. Law Enforcement Report – July 2020
4. Engagement Letter with Marcello & Company to Perform the 2019-2020 Audit.

Motion (Clompus/Grover) to approve the consent agenda as written. Passed unanimously.

X. DISCUSSION/ACTION AGENDA ITEMS

1. Discussion/Decision regarding Van Wycke Trail Connectivity Project Revised Design Concept.
City Engineer Patrick Sullivan presented the revised project concept. It addressed previous stakeholder review comments, provides improved pedestrian and bicycle connectivity on the south side of Edwards Street instead of through the slumping portion of the Van Wycke trail, and incorporates 3 view-points with two at either end of the failed/closed Van Wycke Trail segment and on Edwards near the new crosswalk.

Sullivan explained the option for dealing with the utilities in the slumping area of the Van Wycke Trail. There is a stormwater drain pipeline, an isolated water line, phone and cable lines. In 2010 there was a geotech study done to develop options for mitigating the slide. The 6" concrete line was shut off and isolated. It was recently tested and failed. The phone line is barely intact. The stormdrain line is in question. The gravity flow nature of the stormdrain line must be maintained. The proposal is to construct a bridge to support the utilities.

Council questions included:

Clompus: Would the requirements for a pedestrian bridge be different than what is being designed for the utilities?

Sullivan confirmed that yes, the design would be very different if a footbridge was desired. The utility bridge does not preclude incorporating a footbridge at a later date. If there is a rupture in the stormdrain, it would lubricate the slump. Installing a utility bridge should be relatively easy, and the lifespan may be approximately 20 years. The larger the span, the longer the life of the bridge, depending on how much it weighs.

Davies: When the I-beam is placed, the utility issue will be addressed? Sullivan confirmed that yes, the I-beam bridge resolves the failing utility issues.

Ladwig: confirmed that the immediate need to address the utility failures does not preclude the City from considering trail repairs.

City Planner Trevor Parker emphasized there is a timeline and deadline for using the Caltrans funding. The City won't have a solution that addresses everyone's concerns, but the question is whether the City can utilize the funding available through this grant is an opportunity to make very important repairs to critical utility infrastructure. A trail repair solution is not possible to address prior to the grant deadline. The Planning Commission & Trail Committee meetings will be discussing the temporary closure of the trail (CDP) next week. The larger issue of finding a solution to the trail will not be discussed.

Davies: I'm confused with the direction of this conversation. We're talking about utilities, but not about the trail. Will the grant pay for the utilities? Are we going to ask questions of the connectivity component, or utilities concept? Everyone in town is a stakeholder. It is being designed around private properties adjacent to the trail. What are the major concerns? I would like to see all the comments and notes from the stakeholder meetings. Is it that the property owners don't want to see people walking on the trail, or don't want construction in front of their homes?

Becky Price-Hall explained that the original approved project scope addressed both, but the option to rebuild the trail can no longer be incorporated into this grant due to the complexity of issues and the deadline. "Stakeholder" meeting may have been too broad of a term. The City wanted to give the immediate landowners a chance to express their questions and concerns ahead of future public meetings. It was more of a courtesy meeting, than a stakeholder. An example of a major concern brought up was will the landowners uphill be interested in offering some of their property as an option if moving utilities and/or trail be feasible?

City Manager Naffah explained the new connectivity concepts being proposed; crosswalks, vista points, sidewalks, bike lane, etc. illustrated on the draft plan included in the packet. The continuation of the existing Van Wycke Trail was excluded, and re-routed to bike and pedestrian improvements along Edwards Street. Input obtained by stakeholders at the landowner meeting was supportive of the revised concept being presented tonight.

The Van Wycke Bicycle and Pedestrian Connectivity Project (Project) was approved by the California Transportation Commission (CTC) and programmed in the Active Transportation Program (ATP) for \$714,000. At the January 14 Council meeting, Council passed a motion *“to abandon the Van Wycke Trail, direct staff to explore solutions to protect the stormwater infrastructure & adjacent utilities, and engage in stakeholder meetings to discuss connectivity as it relates to moving people through town and exploring options that the grant will support.”*

City staff is working to improve pedestrian and bicycle routes from the upper part of town to the Harbor area, and to protect the utilities (water, stormwater and dry utilities) in the slumping segment of the Van Wycke trail. The revised project design and approach are geared to:

- Protect the cultural and environmental resources in this sensitive area by minimizing soil disturbance,
- Meet Caltrans grant requirements, and
- Protect the existing utilities in the slumped trail section to prevent impacts such as erosion should failure of the gravity stormwater drain pipe occur due to continued land movement.

Staff engaged with 21 stakeholders at 2 meetings, then met with Caltrans regarding a potential scope change. GHD, the project engineer has incorporated the stakeholder input and public comment in a new proposed trail route concept. The proposed concept includes:

- New crosswalk on Edwards below Hector Street
- A new bike lane and sidewalk on the south side of Edwards (between Van Wycke and Galindo Street)
- Three vista points on Van Wycke at either end of the slumped trail and on Edwards near the new crosswalk,
- Stabilizing utilities including the gravity storm drain pipe across the failed section.

Last week, Staff held 2 Webex meetings with 15 stakeholders participating to present the revised project concept and invite input on the proposed concept modifications. Based on the feedback, staff believes the revised concept addressed many major concerns. To gain approval and support for the revised concept, additional details will need to be filled in such as options for the utility support, vista point design, and fence placement and design.

Revised Project Schedule:

Date	Item	Notes
August 2020	Complete stakeholder & public comment process	Comment to inform design process
Aug-Sept 2020	Develop and submit formal Scope Change Request	For Caltrans review and approvals
October 2020	60% Plans, Specifications & Engineering	For Council Agenda Packet
November 2020	R/W Clearance	For utilities if needed
12/31/20	100% Plans, Specifications & Engineering	Reviewed, ready to submit to Caltrans
1/11/21	Submit Construction Allocation Request	Submitted to Local Assistance

Public comment included:

Gail Kenny – Trinidad

It seems premature to be deciding on utilities before deciding whether the trail will be closed.

Dick Bruce – Trinidad

Estimate of the length of the I-beam? Sullivan estimated that the foundation footings would approximately be 6 feet deep.

Bryce Kenny – Trinidad

It sounds like you already decided to close the trail. If there's a time constraint for the grant funding, has the City requested an extension? I can't believe that a redwood bridge would be that complicated to construct. You see them in the National Park all the time. Most people would rather walk on the trail than a sidewalk along Edwards. I can't believe that for \$700,000 you can't build a footbridge.

Sarah Lindgren-Akana – Tsuria Ancestral Society

We would like a copy of the I-beam concept, the date it was developed, and all ideas and concepts that are being considered. The Tsurai has been participating in the discussions, but the project seems to be evolving, and information is changing rapidly. We need to be included.

Sheri Provolt – Yurok Tribal Councilmember

The City voted to abandon the trail and discuss connectivity issues, etc. at the January 14 meeting. I hear concerns about closing the trail tonight, but would be very concerned if the Council was re-considering the January decision, again.

Anita Thompson – Trinidad

The Council authorized a temporary bypass for the water line along Van Wycke. Could we save some money and make it permanent?

City Manager Naffah explained that we already received an extension. If we don't give Caltrans a plan by November, we'll lose an approximately \$715,000 opportunity to invest in very important infrastructure.

Ladwig: I want to put an end to the assumption that the City is trying to get away with abandoning the trail. There is an emergency pending and we have to solve it.

Steve Madrone – County Supervisor

I appreciate how to utilize funding in a productive way for the community. A significant portion of the road right-of-way is not being used. Regarding suspending the utilities, the plan is premature and pieced together. In 2008 the City hired Madrone Enterprises to inspect the stormdrain. At that time it was intact. The pipe beneath the garden parcel was replaced with a 12" pipe. There is a much cheaper alternative to deal with utilities and not lose the opportunity to rebuild the trail in the future. The stormdrain could be routed down to the beach, and develop an infiltration basin to collect the water. It would also be cheaper to replace the 4" line at Van Wycke with a 6" line on Edwards and Galindo when you tear it up for sidewalk improvements. This will use the grant money in a timely fashion, and preserve the retaining wall that has been slumping as it was designed to do.

City Engineer Sullivan explained that any discharge directly into the bay is a non-starter due to the regulations imposed on the City since 2006. A significant amount of effort and investment has been invested into re-routing discharge, and would not be supported by State regulators.

Council comments included:

Grover: I appreciate all the ideas and exchange of information tonight.

Davies: Removing a retaining wall that's holding up soil is a bad idea. The wall should stay there in order to protect the existing trail.

No decision was made. Staff will consider input at tonight's meeting, incorporate it into the revised project design, and return to a future meeting with more information.

2. Discussion/Decision regarding Closure of Galindo Trail.

City Planner Trevor Parker explained that she discussed the potential of closing the Galindo Trail with Coastal Commission staff and the process that would be required to accomplish that in 2018. They highlighted several points, including: 1) closure of the trail is "development" under the definition of the Coastal Act, and requires a Coastal Development Permit (CDP); 2) the Galindo Trail is mapped on Plate 4 and described in General Plan policy 64; so, trail closure would also require amendment of the City's Local Coastal Program (LCP); 3) temporary closure requires a CDP, but not an LCP amendment; 4) even placement of signs discouraging use of the trail is also development requiring a CDP.

Therefore, trail closure requires both a CDP and an LCP amendment. Unfortunately, neither the City's LCP, nor the Coastal Act provides clear guidance for closing trails. But Coastal Commission staff mentioned several things that the City will need to consider. Coastal Commission staff indicated that they would want evidence/justification showing the need to close the trail.

In addition, there would need to be alternative access provided in/of the same place, type and manner. This is based on an interpretation of §30214 of the Coastal Act. I asked if the "boardwalk" along the lower portion of Edwards could qualify as alternative access. Coastal Commission staff's opinion at that time was likely not, because it does not get people to the same place. And in order for people to get to the same place, they would have to navigate an area that often has heavy traffic.

Finally, the Coastal Commission will not approve a trail closure that could interfere with prescriptive or other access/use rights (§30211). Prescriptive rights can accrue during any 5-year time span, even if that was well in the past. It takes a judge to determine definitively if prescriptive rights exist. My understanding is that prescription rights cannot accrue on a public right-of-way. However, Coastal Commission staff indicated that the fact that the trail is located within an existing public right-of-way and an easement over the Rancheria property does not necessarily make the issue any easier/cleaner. Therefore, a lack of prescriptive access rights may have to be documented prior to Coastal Commission approval.

Because it was a preliminary discussion, we did not discuss a lot of details. For example, I'm not sure if the CDP or LCP amendment would come first. But the closure will not be a simple process and is not something we can put on an agenda in the next couple of months. In addition to addressing Coastal Commission staff issues, the City may want to consider doing some public outreach and education ahead of any hearing.

Council questions included:

Clompus: The trail was installed in 1990. I don't want to walk on the trail if it traverses cultural resources. Can it be re-routed.

Davies: The City voted to close the trail before. I would like to see all the discussions and notes regarding this topic compiled in one location so we can see it in black and white. I'm concerned with the Coastal Commission involvement. This will also be a discussion item on the Trails Committee agenda. Any information we receive will be great.

Public comment included:

Sarah Lindgren-Akana – Tsurai Ancestral Society

Axel Lindgren II was not confused as to where the resources were. He know exactly where the trail should be routed. The City did not construct it in the right place. I hope the Council upholds the vote made years ago to close the trail.

Bryce Kenny – Trinidad

I'm against closing the trail. My family has been using that trail since 1990. I've seen pictures of a grave site nearby. Whoever is buried there has been resting in peace. People walk through cemeteries all the time. The idea that walking in the vicinity of grave doesn't make any sense to me. This is the Galindo Street right-of-way. The trail is an important resource to the City.

Sheri Provolt – Yurok Tribal Councilmember

We have letters recognizing cultural sensitivities surrounding this issue. People go to a cemetery to visit loved ones. The majority of people that use the trail probably have no idea a grave exists. I find the comments discouraging.

Jim Baker – Retired Councilmember

I don't walk on graves in the Trinidad Cemetery out of respect. There is evidence of a grave along the Galindo Trail. The issues are very complicated. I voted to close the trail because there isn't enough evidence to know exactly where the grave is, and out of respect to the Tsurai's request to close it. The topography, however, in that area has changed dramatically since the photo was taken. That does not, however, change or influence my decision to close the trail, which mainly occurred during discussions at the Tsurai Management Team meetings.

Dick Bruce – Trinidad

If the Council passed a Resolution to close the trail, when did that happen?

Jacque Hostler-Carmeson – Trinidad Rancheria

I take exception to Mr. Kenny's comment about walking on gravesites, and support Tribal Councilmember Provolt's position. I was taught not to walk on graves.

Steve Madrone – County Supervisor

I built that trail when I worked with RCAA. Axel Lindgren II told us where to build it. I know the trail and know the history. The crew mistakenly built it closer to the sensitive area than originally planned. Lindgren ok'd it as-is, and the City didn't mention anything about a grave. I support removal of the trail. It is in a highly sensitive area. It is a practical trail, but the vast majority of traffic uses Edwards Street. We need to do this, and be forceful and clear with the Coastal Commission.

Sarah Lindgren-Akana – Tsurai Ancestral Society

TAS supports the City speak with the Coastal Commission and takes step to closing the trail. I don't question Axel Lindgren II's integrity. The village is larger than the study area, but everything within the City limits was in the Tsurai Ancestral Village.

Council comments included:

West: It is important for us to do this. I don't remember a full Council vote on this, but I do remember discussing it as part of the Management Team. It's time to get this done.

Ladwig: The steps being taken is not a foregone conclusion. We will work closely with the Native community to protect and preserve the resources, and are not driving this process. It is rare that anyone questions whether a site is sacred. It is sacred, and that is the end of it. I voted to remove the trail in 2017 and here we are, years later. However, we didn't vote to give staff real direction to begin the process.

Motion (Grover/Clompus) to Direct City staff to work with Coastal Commission staff and stakeholders to put together a proposal to close the Galindo Trail, which will eventually become an application for a CDP and LCP Amendment. Staff will provide regular updates at future Council meetings.

Davies: I propose an amendment to put together more information for discussion. I would like to see all the info, and explore how the right-of-way can be used to re-route the trail should it be closed. More clearly stated, the amendment proposed is to "direct City to explore options in the right-of-way before closing the trail." Axel Lindgren II reportedly said there was a better route for the trail. I'd like to understand that more. Trails are being opened and closed arbitrarily. I have a problem with staff proposing only one option. In the future, I'd like to see staff propose multiple options for consideration.

Clompus: There is an alternative route to the beach. This has been a festering issue for a long time, and closing the trail is the right thing to do. It's just a trail. It won't impact people terribly, but will send a message to the community that we're sensitive to the cultural resources in the area.

City Planner Trevor Parker explained that Davies concerns are incorporated into the draft recommendation. Davies disagreed.

Grover: I keep my motion as-is. **Clompus** upholds the second.

Motion passed by the following vote: Ladwig, West, Grover, Clompus = Yes. Davies = No.

3. Update/Discussion regarding the ASBS Stormwater Project.

City Manager Naffah explained that a meeting was held with the Rancheria about how both entities ASBS projects can work together. There is a Plan A, and Plan B. Plan A would be to work together as planned, and Plan B would be to have them designed separately. Ideally, we work together.

Ladwig: I appreciate staff from both governments coming together and working to move this project forward.

There was no Council or public comments.

Update only. No decision was made.

4. Continued Discussion/Decision Regarding Government to Government Meeting Policy.
City Manager Naffah explained that at the July 2020 City Council meeting, questions arose whether Government to Government (G2G) meetings are exempt from the Brown Act.

The First Amendment Coalition prepared a document (available on their website) titled Open Gov Laws, a Brown Act Primer. Section II addresses what public bodies are subject to the Brown Act. It states: "Advisory committees composed solely of the members of the legislative body that constitute less than a quorum and that have neither a continuing scope of business nor a schedule set by the legislative body are not cover by the Act." Our Government to Government meetings (lack a quorum) have a variety of topics and no set schedule, and therefore are exempt.

In a November 2005 document prepared by the California Governor's Office of Planning and Research titled Tribal Consultation Guidelines states: "Should a local legislative body participate in confidential tribal consultations, it is important that they do so as an advisory committee with less than a quorum, so as to not invoke the Brown Act's requirements of public participation."

In several cities that I have worked, it was common to have 2X2 (two by two) committees whereby 2 representatives of a body meet with 2 representatives of another body for discussions. Subsequently any actions would be then be brought forth to the whole body of each agency. For instance, in Crescent City which is the only incorporated city in Del Norte County. Frequent 2X2's were held with the city and the county. Occasionally (i.e. annually), the whole City Council and Board of Supervisors would meet.

Input obtained from Attorneys Andy Stunich and Russ Gains is included in the packet.

Council questions included:

Clompus: The reference is well written and I hope to become part of this process. Proceed with caution in these meetings until the full policy is developed.

West: These meetings are very helpful. We can work with local Tribes in productive ways by bringing back information to the City. We need to work on reporting back to our Council. The Tsurai Management Team and the Gov2Gov meetings are separate.

Davies: The attached policy is the same as the one proposed last month. Agendas of these meetings should be created and shared with the Council. Suggestions from last month were not incorporated into the proposed draft points. This is not a policy. These meetings are being used to discuss business deals. The Hyatt is not part of SB18 or have any cultural significance. The policy needs more detail. Our City Attorney says continuing, repeated content shared at the Gov2Gov meetings should be subject to the Brown Act. There have been repeated water discussions at these meetings since 2019.

Public comment included:

Sheri Provolt – Yurok Tribal Councilmember

The policy needs development, and considered in a much broader sense. You may need to meet with the County at some point, or other public entities. Transparency is key. Open meetings are the best, but the private preliminary meetings are helpful to develop topics and refine them for bigger, open meetings.

Bryce Kenny - Trinidad

I wrote another letter to the City about this recently. A real Gov2Gov meeting should be held in open session. The Executive Committee is a standing committee. Ad Hoc Committees focus on one issue. The Tsurai Management Team was the origin of the Executive Committee. Do you want open meetings, or secret meetings? Consultations are defined by law. I don't hear a ringing endorsement from your own Attorney about holding these meetings in private.

Richard Harris – Bay Area

Many points were covered in Bryce Kenny's letter. Your actions are covered by the Constitution. Continuing subject matter identified these meetings in your list of committees. I agree with Sheri Provolt. These meeting should be as open as possible.

Naffah explained that our meetings deal with a variety of topics, but I agree we could improve on agendas, reporting out, and rotating Councilmembers into the process.

Discussion item only. No decision was made.

5. Discussion/Decision to Direct Staff to Prepare Amendment to Section 3.20.100 of the Trinidad Municipal Code: Auditing Occupancy Tax Records of Trinidad Lodging Establishments.

Mayor Ladwig recused himself.

Councilmember Clompus presented information for review and discussion. The Tourist Occupancy Tax is 1 of the top 3 revenue sources for the City. The ordinance currently states that lodging operators are subject to possible audits at any time, and they must keep their records for a number of years. I don't have any evidence that anyone is being dishonest, but believe the audit language in the ordinance should be consistent with the State's policy. This will help promote compliance and accurate reporting. I'm proposing that the City modify the existing ordinance with language proposed tonight that is consistent with State policy regarding Occupancy Tax auditing.

There was no public comment.

Council comment included:

Davies: This is a great idea. There should be accountability. Excellent idea.

Grover: Good to see this moving forward.

Motion (Grover/West) to direct staff to prepare the Ordinance amendment updating the Occupancy Tax auditing process and return with the first reading at a future meeting. Passed 4-0. (Ladwig recused)

6. November Election Update and Upcoming Deadlines

City Clerk Adams explained that the City's November 03, 2020 Election ballot will include the Sales Tax Continuation Measure, and Two (3) Councilmember seats.

The list of deadlines related to the Election is as follows:

- August 07 – Deadline for Incumbents to file Nomination Packet
- August 12 – Deadline to file Arguments For/Against the Sales Tax Increase
City Manager Naffah and Councilmember Grover are drafting the Argument For the Sales Tax Increase to be included in the voter information pamphlet.
- August 24 – Deadline to file REBUTTALS to Arguments For/Against Sales Tax Increase.
- September 08 - Regular Council meeting
Staff will present a mandatory updated Sales Tax Ordinance for adoption.
- November 08 – Election Day

There was no Council or public comment.

Presentation item only.

XI. FUTURE AGENDA ITEMS

XII. ADJOURN TO CLOSED SESSION

1. Public Employee Performance Evaluation for City Manager Pursuant to Government Code Section 54957

ADJOURNMENT: 9:40pm.

Submitted by:

Gabriel Adams
Trinidad City Clerk

Approved by:

Steve Ladwig
Mayor

MINUTES OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL
TUESDAY, SEPTEMBER 08, 2020

I. CALL TO ORDER

Mayor Ladwig called the Webex virtual meeting to order at 4:30pm. Council members in attendance: Ladwig, Miller, West, Grover, Davies. City Staff in attendance: City Manager Eli Naffah, City Clerk Gabriel Adams, City Planner, Trever Parker. Approximately 32 people were participating.

II. PLEDGE OF ALLEGIANCE

III. ADJOURN TO CLOSED SESSION – Closed session will begin at the close of the open session.

Ladwig reported from the August closed session that the Council held a very inclusive and productive evaluation regarding the operation of the City.

IV. APPROVAL OF THE AGENDA

Clompus requested to pull the water usage report from the staff report for discussion.

Davies requested pulling the ASBS item from Consent for discussion.

Clompus explained that he reviewed the Water Usage and Loss report, and calculated a retail rate of the water reported as being lost. What is the City doing about this? I'm available to help however I can.

City Engineer Steve Allen explained that the City's water loss is higher than average, and there are opportunities to reduce leakage in the system that the Public Work's Department performs on a regular basis. We also are always looking for grant funding to help the City identify and replace problem areas. City Manager Naffah noted that the City is working on a capital improvement plan that may help the City identify grant programs or funding sources to help repair aging water line sections and meters. We will utilize the Grant Administrator to find grants, the Water Department to determine costs, and the City Manager to coordinate the efforts.

Jacque Hostler-Carmeson – Trinidad Rancheria

The Rancheria has offered partnership on water system issues, and has done this successfully in the past. If the desire to work with the Rancheria is there, we are capable of applying for grants that can help the City.

*Motion (Grover/Clompus) to approve the agenda as amended. **Passed unanimously.***

V. WORKSHOP SESSION

1. Van Wycke Trail, Big Picture Workshop (4:30-5:45pm)

This discussion is being held for sharing information and ideas regarding the separate, but inter-related project tracks involving the Van Wycke Street right-of-way including utility stabilization and pedestrian connectivity to the beach and harbor area of town. There will be no Council action during this discussion, but the aim is to share information and ideas that will lead to a productive discussion later on in the more formal session of the meeting, specifically Discussion Agenda Item 1.

City Planner Trever Parker gave a brief background on the project and summarized the issues that need to be addressed. City Engineer Steve Allen explained the proposed solutions, the limited funding options, and past design options, phases, and re-designs.

Public comments/questions included:

Dwight Miller – Trinidad

In 2012 the Council actively looked into options and provided direction to Staff. Insufficient attention has been given to the displacement of the Tsurai people. However, all people in 2020 should plan to move forward in sharing the coast as the Coastal Commission wishes. Abandoning the trail leaves only one path to the beach along a busy roadway. The City should consider establishing the Van Wycke trail as a Tsurai Memorial trail. I had not heard of cultural resources along the slumping area of the Van Wycke trail until recently.

Margaret Stofsky – NAACP Volunteer

If this was a Catholic or Methodist cemetery, would this discussion be occurring? If there will be no decision during this workshop, will there be a decision tonight during the 6pm session. Ladwig confirmed that there will be no decision made about this part of the project tonight.

Bryce Kenny – Trinidad

I'm a trail advocate. I don't need anything fancy. A berm was placed along Edwards Street to reduce stormwater runoff. If we removed the asphalt at the top of the road, we might not need an I-beam utility bridge to hold the stormwater drain. I'd like to see a volunteer team to make the trail usable. No permits would be needed from the Coastal Commission that way.

Anita Thompson - Trinidad

What is the status and timeline for the emergency bypass water line?

Cheryl Kelly – Trinidad

The grant makes sense. Could we look into a scenario where the City goes out to bid with minimally invasive, practical solution? We want to keep the trail open without a big retaining wall.

Richard Bruce – Trinidad

I support keeping the trail open, keeping pedestrians off Edwards as much as possible, and prefer a minor, non-intrusive option. I want to hear more about pedestrian bridge options. Would it make sense to install concrete footings and a second I-beam in case the City later decides to go that route. Suggest not removing the retaining wall on the slumping section of Van Wycke.

Neal Steinberg – Trinidad

Keep the drain in place, please. It keeps water off my property during rainstorms.

Joseph James – Yurok Tribal Chairman

I'm a bike and trail fan, but it is important to protect cultural resources in that area and am here tonight to speak on behalf of the Tribe. I'm also looking forward to our Government-to-Government meeting in the near future.

Rosie Clayburn – Yurok Tribe

Our priority is protecting our resources. We sent a detailed letter to the City back in January, and our position still stands.

City Engineer Steve Allen explained that the visual and structural issues made the full pedestrian bridge/walkway unfeasible. Also, removing the storm drain will not be effective. The City has to deliver change-of-scope right away in order to move ahead and be able to deliver the project within the allotted timeframe.

Mayor Ladwig encouraged the public to print out the document that the City Planner produced for tonight's meeting that lays out the four main issues (or tracks) that we're faced with. The City will pursue grant funding for the Connectivity Project as we're at the end of the timeline.

Workshop concluded at 5:50pm. The Regular meeting convened at 6:00pm.

VI. APPROVAL OF MINUTES – 08-11-2020 cc minutes will be approved at the October 13 meeting.

VII. COUNCIL REPORTS/COMMITTEE ASSIGNMENTS

Grover: Attended RCEA meeting. Looking forward to attending the offshore wind webinar next week. Candidate for the Council seat on the November election.

Clompus: No report.

Davies: Trails Committee will meet on September 21 to discuss the Trails Policy.

Ladwig: I did not attend any meetings due to quorum issues. Public Works painted the south curb along Edwards Street red and spoke with the Sheriff about congestion and overnight parking on Edwards.

West: HCAOG continued discussion regarding Last Chance Grade. Environmental review process should be complete in 2026.

VIII. STAFF REPORTS – City Manager & Law Enforcement

City Manager Eli Naffah noted the highlights listed in the packet report and noted the League of Cities conference that will be held in October via webinar.

IX. ITEMS FROM THE FLOOR

(Three (3) minute limit per Speaker unless Council approves request for extended time.)

Anita Thompson – Trinidad

Is there a City ordinance regarding overnight parking? Ladwig noted that it is a well-documented County Ordinance. We need signage.

Sheri Provolt – Yurok Tribal Council

Thanked the Council for the pre-meeting workshop. It is a great starting point.

Sarah Lindgren-Akana – Tsurai Ancestral Society

Will the Gov2Gov meeting scheduled with the Yurok Tribe including the Van Wycke Trail?

Dorothy Cox – Trinidad

Address the ugliness that occurred with people sleeping in vehicles all throughout town, and parties/mayhem everywhere, including launcher beach. What was our police coverage like that night?

X. CONSENT AGENDA

1. Staff Activity Report – August 2020
2. Financial Statements – July 2020
3. Law Enforcement Report – August 2020
4. November General Election Update & Candidate Nominees
5. ASBS Storm Water Project Update

Motion (Clompus/Grover) to approve the consent agenda as written. Passed unanimously.

X. DISCUSSION/ACTION AGENDA ITEMS

1. Continued Discussion/Decision regarding Van Wycke Trail Connectivity Project Revised Design Concept.
City Engineer Steve Allen explained that the revised design is based on feedback from the public and direction from the Council to exclude the retaining wall trail repair from the project. The connectivity project is now being routed down Edwards and Galindo, now including a sidewalk, curb, and gutter along Edwards. There will still be parking on the North side, along with a bike lane as indicated in the draft concept plans included in the meeting packet. A high-visibility crosswalk at Hector is also included, along with other safety markings along the roadway to make walking and crossing the street easier. Vista Points are also included.

City Manager Naffah explained that he did not want to lose the grant opportunity of investing nearly \$700,000 worth of safety enhancements into the City. After a second project extension, we are at risk of losing funding if we don't submit a revised concept. I also want to make sure that the Tribal entities and other sectors of our greater community are included in the process.

Council questions included:

Clompus: The new plan includes a sidewalk along Edwards. How will that impact the properties along the proposed construction area? Allen explained that there wasn't an abundance of landscaping in the city right-of-way, and the grant would help pay for driveway interfacing with the new City improvements.

Davies: What will the lane width be? I did not see stakeholder meeting notes in the packet as part of this discussion. We need to see those notes. Allen explained that an average lane width is 12.5 feet, and a traffic-calming lane width would be between 11-12 feet. An 11 ft. lane does not prohibit commercial traffic.

Public comment included:

Dick Bruce – Trinidad

Submitted written comments included in the meeting record. I support moving forward with the project as long as the trail isn't closed. Removing the existing retaining wall seems to be the first step in letting the trail slide. Adding vista points seem like another attempt to closing the trail. I avoid the busy corridor of Edwards Street by walking the Van Wycke trail route.

Meg Stofsky – NAACP Volunteer

Accused the City of not including complete documentation in the packet.

Steve Madrone – County Supervisor

Repairing Van Wycke trail can be done with very minor work and cost less than \$10,000 if you follow my plan. Move the 6' water line up to Edwards.

Sarah Lindgren-Akana – Tsurai Ancestral Society

There should be no decision until the City meets with the Yurok Tribe for a Government-to-Government meeting.

Council comments included:

Davies: I'm against removing the retaining wall. We should be considering the cumulative impacts with all these projects. I support improving the utility infrastructure, but it feels like we're scrambling to use this money. I don't support this project. All comments from many years of discussions should be included for public review. I see vista points, fencing, etc. to be ways of closing the trail.

West: I disagree with Davies, but I don't disagree that we should keep the trail. This is a great plan to make Edwards Street safer, and this project has a lot to offer. The fences protect cultural resources, and vista points will enhance the trail system. It is very important to get feedback from the Yurok and Tsurai.

Grover: The trail is very unsafe. It's time to direct Staff to change the project scope and keep it moving.

Clompus: The Connectivity project is separate from the trail. Moving people safely to the beach is necessary, and I'm supportive of the project with removal of the sticking point – the trail itself.

Ladwig: This design re-do removes the sticking point – the Van Wycke trail. We aren't committing to removing the trail forever, but for the sake of this project, it has been excluded from the list.

Public comment part II

Dick Bruce – Trinidad

As I mentioned in my comments, it looks like the City is removing the trail.

Ladwig: Please focus on the proposed scope change. There is no evidence to support that the City is quietly working to remove the Van Wycke trail.

Davies: Our job is to listen and say thank you very much.

Bryce Kenny – Trinidad

Remove the vista points.

Sarah Lindgren-Akana – Trinidad

The TAS has been on the record opposing the project. The City's memory is poor. There already is an alternate route to the beach that is safe. The less visual clutter the better. People visit Trinidad to experience nature. Clutter impacts cultural resources.

Neil Steinberg – Trinidad

I'm in favor of sidewalks. My sister is an amputee and sidewalks help her access places she normally couldn't. They also give a sense of separation between vehicles and pedestrians.

West: We should make it a high priority to compile all records documenting discussions of this project.

*Motion (Grover/West) to authorize staff to request a formal scope change from Caltrans and proceed with design and right of way tasks. **Passed 4-1. No-Davies.***

2. Discussion/Decision regarding Encroachment Permit for Trinidad Coastal Land Trust CCNM Disbursed Coastal Festival. **PULLED FROM THE AGENDA by the Trinidad Coastal Land Trust.** Director Carol Van Dermeer read a statement explaining that the Land Trust will hold the event online instead of in person, due to concern from the public.

3. Discussion/Decision Regarding Resolution 2020-16; Declaring Drought Conditions and Implementing Water Conservation Measures as Defined by Trinidad Municipal Code Chapter 13.08 to Prevent or Mitigate an Emergency.

City Planner explained that the Planning Commission is working on a drought/water shortage contingency plan (WSCP) at the Council's request. The WSCP is still a work in progress, but the Trinidad area is currently experiencing drought conditions, and flows on Luffenholtz Creek are getting low. One of the central parts of the WSCP is the creation of increasingly severe drought or water shortage stages. Each stage has its own set of actions required by both the City and water customers. Although the plan is not yet in effect, some of the principles can be applied using tools the City already has.

Stage 0 represents a normal or above-normal water year.

Stage 1, or Water Shortage Alert Stage, is primarily based on below normal rainfall and the existence of drought conditions in the area (the exact criteria have not yet been set). Rainfall in Eureka is at less than 75% for the water year (Oct. 1 to Sept. 30), and the Trinidad area is classified as being in a moderate drought, with areas just to the north, south and east of the Humboldt coast classified as being in a severe drought (U.S. Drought Portal). Had the WSCP already been in place, this stage would have been enacted earlier in the year based on the low rainfall and drought conditions. Declaration of this stage is intended to trigger increased monitoring and reporting at the water plant, public outreach, voluntary conservation and water waste prohibitions.

Stage 2, or Water Shortage Warning Stage, is intended to be based on a particular low-flow on Luffenholtz Creek, although the most recent draft of the WSCP has not yet set this number. The City has now been measuring and recording flow on Luffenholtz just downstream of the water plant for three or four years, none of which have included drought conditions until now. Under the City's existing water right, the City is required to notify the CA Dept of Fish and Wildlife when the flow gets below 0.86 cubic feet per second (cfs). This may be a reasonable figure on which to base the enactment or declaration of Stage 2.

At their meeting of August 19, 2020, the Planning Commission made a recommendation to the City Council to declare a potential water shortage situation and to implement public outreach and water conservation measures. This was based on the fact that it is a below normal water year, and anecdotal observations that creek levels are getting low. In addition, the City's recent flow measurements indicate that Luffenholtz flows may be at or near 0.86 cfs. However, flow measurements are taken below the City's water plant to ensure required bypass flows are being met, but the 0.86 criteria in the City's water allocation should be measured prior to the City's intake. The City will continue to closely monitor the flow situation on Luffenholtz.

Those familiar with Luffenholtz Creek and the City's water plant ensure us that there is no reason to be alarmed at this point. Luffenholtz Creek has a strong summer baseflow, and there have been no impacts to the City's ability to pump and treat enough water to keep up with current demand. In addition, such impacts are not imminent. However, it is good for people to be aware of the situation and to be prepared in case flows do drop to the point of impacting the pumping capacity. Therefore, staff is recommending that the City Council consider passing the attached Resolution that would implement portions of the City's water rationing ordinance (Chapter 13.08).

Although no emergency currently exists, the water waste prohibitions and public outreach called for in the Resolution are intended to help prevent an emergency from occurring should water levels continue to drop, particularly if rainfall starts late this year.

There was no public comment.

Council comments included:

Davies: What will the public outreach look like?

Parker explained that the City has various methods of communicating with water customers, starting with the water bills. There is also the city website, direct mailing, and posting of flyers or posters in the high-traffic areas of town. The first step the water rationing ordinance calls for is to create a committee of 2 Councilmembers to help coordinate the efforts.

Clompus and **West** volunteered for the committee.

*Motion (Davies/Clompus) to approve Resolution 2020-16 and appoint Councilmember Clompus and West to form the Water Committee. **Passed unanimously.***

4. Discussion/Decision regarding First Reading of Ordinance 2020-01; Extending the .75% Transaction and Use Tax For General Purposes to Continue to be Administered by the California Department of Tax and Fee Administration if Adopted by the Voters at the November General Election.

City Clerk Adams explained that Ordinance 2020-01 is required by the California Department of Tax and Fee Administration (CDTFA) to be in place prior to the election November 03, 2020 General Election, whereby the City of Trinidad voters will be asked whether to extend the .75% Sales Tax another 4-years.

This Ordinance will authorize the CDTFA to postpone efforts to terminate the existing tax rate prior to the sunset date of March 31, 2021, and adopt a new termination date IF the sales tax extension passes successfully in November.

If the measure does not pass, this ordinance will become null and void.

A legal notice was summarized, and published in the Mad River Union a minimum of 5 days prior to this hearing as required. A second notice will be published with the outcome of this hearing, and a second reading of the Ordinance will be heard either at a second meeting in September, or at the October 13 regular meeting – whichever comes first.

The Ordinance will become effective if Measure E passes in November.

There was no public or Council comment.

*Motion (West/Grover) to conduct the first reading of Ordinance 2020-01; Extending the .75% Transaction and Use Tax For General Purposes to Continue to be Administered by the California Department of Tax and Fee Administration if Adopted by the Voters at the November General Election. **Passed unanimously.***

5. Discussion/Decision regarding Councilmember Committees and Assignments.

City Clerk Adams explained that this item was requested by the Council at the August meeting. Councilmembers represent the City on regional boards and committees that serve the community, ranging from transportation (HCAOG) and energy (RCEA), but also on local groups such as the Trinidad Coastal National Monument team and the Trails Committee.

The process of assigning, confirming, or re-assigning Council committee is regularly performed following General Elections every two years when new members are elected. However, there are no requirements that would restrict a sudden 'changing of the guard' prompted by events such as Councilmember resignations, or regular meeting changes that conflict with member schedules.

Newly appointed Councilmember **Richard Clompus** has expressed interest in expanding his role by taking on additional assignments. He was appointed following the resignation of Dwight Miller, and assumed Miller's duties by default through his remaining term (or at least until the November election results are certified and the Council seats are claimed).

Grover: Requested remaining as the primary representative on RCEA, but welcomed Clompus to share the role as the alternate.

No formal decision was made. Clompus will continue representing the City in the roles previously held by Dwight Miller, with the exception of being the primary RCEA representative. The Council will revisit the assignment list following the results of the November election.

XI. FUTURE AGENDA ITEMS

- Stormwater ASBS Project Update
- Town Hall Solar Project Bid Award
- Transient Occupancy Tax Ordinance, First Reading.

XII. ADJOURN TO CLOSED SESSION

2. Pursuant to Government Code, Section 54957: To Consider Real Estate Negotiation – 426 Trinity St.
3. Pursuant to Government Code, Section 54957: Public Employment, City Attorney.

ADJOURNMENT: 8:45pm.

Submitted by:

Gabriel Adams
Trinidad City Clerk

Approved by:

Steve Ladwig
Mayor

DRAFT

Committee Report for Richard Clompus, October 7, 2020

1. Indian Gaming Benefits Committee - Representative

- Communication with Steve Madrone, County Supervisor and Kathy Hayes, Clerk of the Board for Humboldt County
- The committee hasn't met since 2011 as there have been no SDF (Special Distribution Funds) for counties to grant to agencies to mitigate impacts from Indian gaming.
- The SDF fund in the State's budget is and has been for a very long time in the red.....thus no funds distributed to counties for grants.
- The reason the Indian Gaming Community Benefit Committee must remain as an active committee however is because the SDF remains in existence in the State's budget. If the fund can be brought into positive fund balance status, in which case funds will then be available again to counties for grants.
- I have been added to this committee to represent the City of Trinidad by Kathy Hayes, Clerk of the Board, should this committee receive funds and meet again.

2. Humboldt Waste Management Authority (HWMA) - Representative

- Communication with Jill Duffy, Executive Director, HWMA
- This agency is a joint powers authority comprised of the member agencies Arcata, Blue Lake, Eureka, Ferndale, County of Humboldt and Rio Dell. Each of these member agencies appoint a representative to HWMA to serve on our Board.
- *The city of Trinidad and Fortuna are not members of the Authority.*
- There have been several efforts towards the City of Trinidad becoming a member. The Trinidad City Council designated Mr. Miller as their act as their liaison with HWMA however the executive director is uncertain as to what exactly that entailed given that Trinidad is not a member. If the City is interested in pursuing membership, the executive director would be happy to review the process.
- In the interim, Board meetings are held monthly on the second Thursday with the next regularly scheduled meeting set for Thursday, October 8th at 5:30 pm. Meetings are currently held thru the Zoom platform and the public can watch live via Youtube. A copy of the agenda, Board packet and viewing links will be distributed on Friday, October 2.

3. California Coastal National Monument Gateway Committee (CCNM) - Representative

- The California Coastal National Monument Trinidad Gateway is made up of community partners that work together with the Bureau of Land Management to protect and provide for public enjoyment of this unique part of the California coastline.
- Partner representatives include the following organizations:
 - Trinidad Coastal Land Trust
 - CA State Parks
 - Bureau of Land Management
 - Trinidad Museum
- Carol Vander Meer, Director of Community Engagement, Trinidad Coastal Land Trust is providing leadership for this committee
- The dispersed Trinidad Coastal Festival was cancelled for Sept 26 due to concerns for COVID-19.
- The next Zoom committee meeting is scheduled for Tuesday, October 20, 10am-12pm.

4. Humboldt County Visitors Bureau (HCVB) - Representative

- Communication with Julie Benbow, Interim Executive Director
- Organization name change (eliminated “Convention”) due to insufficient resources to support meetings with greater than 500 people
- The Humboldt County Board of Supervisors voted May 2019 to fund the bureau for two more years. According to the HVB, tourism yielded over \$400,000,000 for the county in 2018.
- The bureau awarded an advertising contract to the Eddy Alexander agency in Roanoke, VA to promote tourism in the county.
- The website promoting Trinidad requires new photographs, text highlighting events and areas of interest for tourism.
- Plan is to reach out to stakeholders of the following events to refresh the county sponsored website:
 - Fish Festival
 - Clam Beach Run
 - Memorial Day Lost at Sea Reading
 - Trinidad Coastal National Monument Festival
 - Thanksgiving Day Blessing of the Fleet
 - Santa Claus Boat Visit

5. Trinidad Water Committee - Representative

- Two meetings completed with Eli Naffah, city manager, and Jack West, counsel member and mayor Pro-Tem to review drought contingency plan draft document
- Draft drought communications plan written and revised to help residents understand drought stages and conservation efforts.
- Next meeting scheduled in October 20.



CONSENT AGENDA ITEM 1

SUPPORTING DOCUMENTATION ATTACHED

1. Staff Activity Report – September 2020

City Manager's Report

Date: October 13, 2020

150th Anniversary of Trinidad:

In celebration of the 150th Anniversary of Trinidad on November 7th, lapel pins will be distributed to all residents and businesses of Trinidad. The City Council will have a proclamation at the November City Council meeting. An elaborate celebration will not take place this year due to COVID-19. The City recognizes the Tsurai as the original inhabitants of the city and has been taking proactive measures to address concerns of the Tsurai. Cell Towers are being removed at Trinidad Head, the City Council voted to abandon the Galindo Street Trail, and efforts to return the ancestral village site will continue.

Candidate's Forum and Measure E:

The League of Women Voters is planning to host a candidate's forum for the 2-year contested City Council seat. In addition, they may be hosting an information forum on Measure E, the sales tax measure on the November ballot.

League of California Cities Conference:

I attended the annual conference of the League of California Cities virtually on October 7th-9th. Many interesting topics were addressed, and I will have access to all the sessions including the ones I did not attend since that was also included in the registration. I attended the following sessions:

- City Managers Department meeting: Issues facing city managers in various cities were addressed including reports by several city manager organizations such as ICMA and CCMF.
- Rural Cities Information Exchange meeting: The California Association for Local Economic Development made a presentation on the various programs available to assist cities in attracting businesses and financing projects.
- Coastal Cities Group meeting: Addressed topics common to coastal California cities including sea level rise, local coastal plans, short-term rentals, and accessory dwelling units. A Commissioner of the California Coastal Commission discussed these issues and answered questions. In addressing STR's, he made the following interesting comment where he referred to "what happened in Trinidad where block after block were bought by investors and no one wants that".
- Session titled "From Vision to Reality: Lessons Learned in Complete Street Implementation": Focused on three street improvement projects in central coastal cities similar to the upcoming bicycle and pedestrian connectivity project in Trinidad. They addressed project goals, process, public engagement and advice, as well as successes and challenges. The projects were in the smaller coastal area cities of Pismo Beach, Grover Beach, and Paso Robles. The engineering firm Cannon moderated the session and was involved in all three projects.

- General Assembly: This session was a discussion by cities of suggested legislative measures to influence policy such as how Congress should address social media posts that go too far and may become criminal.
- CitiPAC: I attended this fundraising event after hours which raised personal donations to support lobbying efforts by the League that benefit California cities. This fundraiser featured a Trivia Contest of 13 teams representing the various state districts. I was on the Redwood Empire team which won the contest.

Public Works Employee Interviews:

Ryan of Public Works and I interviewed 4 prospective candidates for the vacant public works position. We checked references and will convene next week to hopefully choose one of the candidates. This position will assist in the workload of our employees and eventually lead to water system certification.

AT&T Cell Tower:

As of the beginning of October, AT&T is utilizing their new Quarry Road cell tower, and will be decommissioning their Trinidad Head cell site soon. Verizon is still working on a second site in Westhaven before they decommission their Trinidad Head site.

STR Advisory Committee:

The STR Advisory Committee met on October 5th and addressed definitions in the STR ordinance among other issues. They hope that a joint session can be held with the City Council and the Planning Commission on December 15th.

Deckard Technologies:

Deckard specializes in STR compliance to make sure that STR's in the city are registered and paying their proper TOT to the City. In addition to their monitoring, they provide the City with Rentalscape software to assist in compliance. The City will utilize these services for a one-year trial period.

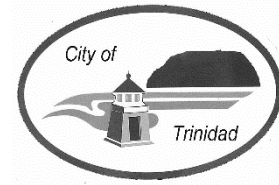
Trinidad Walking and Biking Map:

A meeting was held with the Redwood Community Action Agency representatives that will be spearheading a Walking and Biking Map of Trinidad. A variety of community members helped give input on pedestrian and bicycle areas of Trinidad that should be highlighted on a map for enthusiasts, residents, and visitors to enjoy. Examples of other area maps and local features to include were discussed.

Trinidad Downtown Pedestrian and Connectivity Project:

A meeting to discuss the Trinidad Downtown Pedestrian and Connectivity Project mechanics was held to address on a staff level. This project will take place next year, and public outreach as well as Council input will be the next steps. The project will make sidewalks ADA friendly along Trinity Street. If enough funds are available, similar improvements on Patrick's Point Drive and Scenic can take place near the intersection of Main Street.

To: Trinidad City Council
From: Becky Price-Hall, Project & Grant Coordinator
Date: October 7, 2020
Re: October 2020 Project and Grant Update



Brief project updates are provided this month rather than the more detailed Project and Grant Activity Report.

- *Water System funding:* Research, identify and pursue resources (funding, etc...) to replace older leak prone water mains, construct additional water storage and other capital improvement planning and construction projects. We applied for a USDA SEARCH grant in July for a preliminary engineering report for a water main replacement project. There are several other funding opportunities that are being researched.
- *Local Hazard Mitigation Plan (LHMP) Action 10. Improve resiliency of water system:* Initiate capital improvement planning and funding strategy.
- *State Housing and Community Development (HCD) Grant:* The City Local Early Action Planning grant for housing related updates of the zoning ordinance and policies for reasonable accommodation and water use procedures and ordinance. The grant will help the City meet state requirements to streamline approval of affordable housing through development of policies, design standards, plans and incorporating these into the housing and zoning ordinances.
- *Coastal Resilience Planning:* Prepared successful Letter of Intent to the Ocean Protection Council for a Trinidad Community Coastal Resilience Planning Project. Additional information available in the Consent Agenda.

Van Wycke Bicycle and Pedestrian Connectivity Project

This proposed project will improve access and safety for pedestrians and for bicyclists from Hector and Edwards Street to the Harbor Area. GHD is developing 60% designs and preparing a scope change for Caltrans approval. If the scope change is approved, the designs will be completed for Council review and the City will request allocation of construction funding. Construction is currently planned for 2021.

The Education and Outreach program for this project conducts bicycle and pedestrian safety education, develops citywide trail maps, and informs the public about using active modes of transportation and non-motorized routes (trails, sidewalks & bike lanes). Project consultant RCAA organized a focus group and held a first virtual meeting to discuss development of the Bike and Pedestrian map.

Downtown Trinidad Pedestrian and Connectivity Improvements Project

Project will remove accessibility barriers and extend new safe and accessible pedestrian routes (in accordance with the Americans with Disabilities Act of 1990) along portions of Trinity Street and, budget allowing, Patrick's Point Drive, Scenic Drive. Design and right of way tasks are proceeding. Construction is scheduled for 2021.

Storm Water Management Improvement Project Phase 2

The Coastal Development Permit application is being prepared for Coastal Commission review and approval. The City is pursuing development and negation of permission to construct a portion of the stormwater facilities on Rancheria property in the beach parking lot in conjunction with a similar permission for the Rancheria to construct their stormwater project on City right of way at the Harbor parking lot.

Respectfully submitted by Becky Price-Hall, Project & Grant Coordinator

USAGE AND LOSS REPORT

Month	Water Pumped	Water Sold	Water Loss Prcnt	Average Use	Active Meters	Zero Use Meters	Over 50000	40001 50000	30001 40000	20001 30000	10001 20000	8001 10000	6001 8000	4001 6000	2001 4000	1 2000
01-01	0	207,236	0.00	675	307	15	0	0	0	1	2	0	2	2	3	282
02-01	0	198,144	0.00	637	311	21	0	0	0	0	3	0	1	2	5	279
03-01	0	230,730	0.00	752	307	18	0	0	0	1	2	1	2	1	5	277
04-01	0	235,701	0.00	765	308	16	0	0	0	0	3	1	2	0	7	279
05-01	0	250,129	0.00	807	310	13	0	0	0	0	3	1	2	1	11	279
06-01	0	350,743	0.00	1,139	308	10	0	0	0	1	4	2	0	3	21	267
07-01	0	352,012	0.00	1,143	308	7	0	0	0	1	5	0	0	4	19	272
08-01	0	373,128	0.00	1,208	309	10	0	0	0	2	5	0	0	2	28	262
09-01	0	332,280	0.00	1,079	308	8	0	0	0	1	6	0	0	1	16	276
10-01	0	284,346	0.00	914	311	12	0	0	0	0	3	2	1	1	14	278
11-01	0	238,855	0.00	778	307	12	0	0	0	0	2	2	0	2	8	281
12-01	0	191,041	0.00	624	306	19	0	0	0	0	2	0	1	2	6	276
01-02	0	287,476	0.00	936	307	15	1	0	1	0	1	2	1	0	9	277
02-02	0	307,546	0.00	1,002	307	14	1	0	0	0	1	2	0	1	9	279
03-02	0	255,567	0.00	832	307	14	0	0	1	0	3	1	1	1	6	280
04-02	0	220,546	0.00	716	308	14	0	0	0	0	2	1	3	1	7	280
05-02	0	268,908	0.00	870	309	12	0	0	0	1	1	1	3	2	17	272
06-02	0	387,745	0.00	1,255	309	10	0	1	0	0	4	1	1	5	20	267
07-02	0	356,154	0.00	1,153	309	11	0	0	0	1	3	2	0	8	22	262
08-02	0	408,007	0.00	1,316	310	8	0	0	0	0	6	0	1	9	28	258
09-02	0	360,987	0.00	1,161	311	9	0	0	0	0	5	1	0	5	28	263
10-02	0	340,551	0.00	1,099	310	12	0	0	0	1	2	1	2	6	21	265
11-02	0	211,722	0.00	681	311	11	0	0	0	0	2	0	1	2	9	286
12-02	0	210,186	0.00	682	308	14	0	0	0	0	2	0	1	3	10	278
01-03	0	227,665	0.00	734	310	20	0	0	0	0	1	1	2	1	11	274
02-03	0	263,059	0.00	846	311	15	0	0	1	0	1	2	1	2	8	281
03-03	0	192,029	0.00	617	311	14	0	0	0	0	1	1	2	2	5	286
04-03	0	215,041	0.00	694	310	13	0	0	0	0	1	1	2	2	10	281
05-03	0	220,468	0.00	711	310	12	0	0	0	0	1	3	0	1	10	283
06-03	0	289,975	0.00	929	312	9	0	0	0	0	3	2	1	2	19	276
07-03	0	391,986	0.00	1,264	310	7	0	0	0	0	5	1	2	7	30	258
08-03	0	351,740	0.00	1,135	310	11	0	0	0	0	5	1	5	4	19	265
09-03	0	399,354	0.00	1,288	310	7	0	0	0	2	6	0	1	4	29	261
10-03	0	355,441	0.00	1,147	310	12	0	0	0	2	2	3	2	4	17	268

USAGE AND LOSS REPORT

Month	Water Pumped	Water Sold	Water Loss Prcnt	Average Use	Active Meters	Zero Use Meters	Over 50000	40001 50000	30001 40000	20001 30000	10001 20000	8001 10000	6001 8000	4001 6000	2001 4000	1 2000
11-03	0	183,371	0.00	592	310	13	0	0	0	0	1	1	2	2	5	286
12-03	0	249,674	0.00	803	311	12	0	0	0	1	2	0	3	2	8	283
01-04	0	244,468	0.00	786	311	10	0	0	0	1	1	1	2	4	7	285
02-04	0	204,513	0.00	655	312	20	0	0	0	0	1	1	1	2	10	277
03-04	0	206,585	0.00	662	312	15	0	0	0	0	2	0	3	2	5	285
04-04	0	228,702	0.00	731	313	10	0	0	0	0	3	0	2	2	8	288
05-04	0	298,480	0.00	954	313	13	0	0	0	0	3	0	6	2	13	276
06-04	0	427,833	0.00	1,358	315	10	0	0	0	1	5	0	2	4	35	258
07-04	0	359,963	0.00	1,143	315	10	0	0	0	0	4	1	1	3	29	267
08-04	0	320,904	0.00	1,019	315	9	0	0	0	1	3	1	0	3	21	277
09-04	0	368,250	0.00	1,169	315	9	0	0	0	1	4	1	1	7	22	270
10-04	0	270,754	0.00	862	314	13	0	0	0	0	2	0	3	3	16	277
11-04	0	192,515	0.00	619	311	19	0	0	0	0	1	1	2	3	7	278
12-04	0	190,184	0.00	610	312	16	0	0	0	0	2	0	2	1	6	285
01-05	0	297,395	0.00	944	315	22	1	0	0	0	2	1	2	3	6	278
02-05	0	278,954	0.00	886	315	16	0	0	0	1	4	0	4	0	10	280
03-05	0	233,088	0.00	740	315	20	0	0	0	1	0	2	2	1	9	280
04-05	0	200,647	0.00	635	316	15	0	0	0	0	1	2	2	2	5	289
05-05	0	197,957	0.00	628	315	16	0	0	0	0	2	2	1	1	7	286
06-05	0	307,809	0.00	977	315	15	0	0	0	1	3	1	0	4	14	277
07-05	0	601,460	0.00	1,909	315	16	1	0	0	1	2	1	2	4	17	271
08-05	0	336,882	0.00	1,073	314	11	0	0	0	1	3	2	0	3	19	275
09-05	0	371,264	0.00	1,186	313	14	0	1	0	1	2	1	2	5	17	270
10-05	0	227,562	0.00	722	315	23	0	0	0	0	2	1	2	1	11	275
11-05	0	1,199,181	0.00	3,819	314	21	1	0	0	0	2	1	1	2	7	279
12-05	0	186,406	0.00	590	316	32	0	0	0	0	2	0	0	3	9	270
01-06	0	223,693	0.00	710	315	18	0	0	0	1	1	0	2	2	8	283
02-06	0	193,318	0.00	614	315	19	0	0	0	1	0	2	1	2	6	284
03-06	0	260,383	0.00	827	315	18	0	0	0	1	2	2	1	3	6	282
04-06	0	176,650	0.00	561	315	21	0	0	0	1	0	1	1	1	7	283
05-06	0	205,025	0.00	647	317	16	0	0	0	0	1	0	2	3	9	286
06-06	0	303,233	0.00	960	316	17	0	0	0	2	1	1	3	5	9	278
07-06	0	433,656	0.00	1,377	315	10	0	0	2	1	2	0	2	9	29	260
08-06	0	277,950	0.00	882	315	14	0	0	0	1	2	1	2	3	16	276

USAGE AND LOSS REPORT

Month	Water Pumped	Water Sold	Water Loss Prc	Average Use	Active Meters	Zero Use Meters	Over 50000	40001 50000	30001 40000	20001 30000	10001 20000	8001 10000	6001 8000	4001 6000	2001 4000	1 2000
09-06	0	395,525	0.00	1,256	315	16	0	0	1	1	4	0	2	7	21	263
10-06	0	235,658	0.00	746	316	17	0	0	0	1	1	1	1	2	17	276
11-06	0	226,064	0.00	713	317	22	0	0	0	1	2	0	3	0	12	277
12-06	0	223,359	0.00	707	316	23	0	0	1	1	1	0	1	2	10	277
01-07	0	235,312	0.00	745	316	17	0	0	0	1	1	0	1	4	10	282
02-07	0	179,656	0.00	569	316	23	0	0	0	1	0	1	0	2	8	281
03-07	0	193,655	0.00	613	316	23	0	0	0	0	2	0	1	3	7	280
04-07	0	195,344	0.00	618	316	20	0	0	0	1	1	0	1	2	7	284
05-07	0	218,098	0.00	690	316	13	0	0	0	0	2	0	4	1	8	288
06-07	0	244,035	0.00	772	316	15	0	0	0	0	3	0	2	2	12	282
07-07	0	367,371	0.00	1,163	316	15	0	0	0	0	4	0	3	7	28	259
08-07	0	298,451	0.00	941	317	16	0	0	0	0	4	0	1	0	28	268
09-07	0	273,497	0.00	863	317	17	0	0	0	0	3	1	1	3	14	278
10-07	0	308,097	0.00	972	317	20	0	0	1	0	1	3	2	4	15	271
11-07	0	228,461	0.00	721	317	25	0	0	0	0	3	0	3	0	8	278
12-07	0	128,322	0.00	406	316	37	0	0	0	0	0	1	1	1	4	272
01-08	0	189,746	0.00	600	316	27	0	0	0	0	1	0	2	2	8	276
02-08	0	192,184	0.00	610	315	25	0	0	0	0	1	0	3	1	6	279
03-08	0	171,700	0.00	545	315	24	0	0	0	0	0	1	3	2	5	280
04-08	0	173,729	0.00	552	315	20	0	0	0	0	1	1	1	2	5	285
05-08	0	254,128	0.00	809	314	14	0	0	0	0	2	1	1	3	14	279
06-08	0	258,288	0.00	823	314	17	0	0	0	1	1	3	1	3	9	279
07-08	0	340,424	0.00	1,084	314	14	0	0	0	1	3	4	0	6	21	265
08-08	0	361,116	0.00	1,146	315	13	0	0	0	1	3	2	3	2	26	265
09-08	0	268,692	0.00	853	315	18	0	0	0	0	2	2	3	3	13	274
10-08	0	269,291	0.00	858	314	17	0	0	0	0	2	0	4	4	13	274
11-08	0	196,342	0.00	627	313	21	0	0	0	0	2	0	2	1	5	282
12-08	0	191,861	0.00	615	312	28	0	0	0	1	0	1	0	2	7	273
01-09	0	183,387	0.00	588	312	21	0	0	0	0	2	0	1	1	7	280
02-09	0	167,074	0.00	535	312	29	0	0	0	0	2	1	0	1	2	277
03-09	0	165,969	0.00	530	313	26	0	0	0	0	1	1	1	1	6	277
04-09	0	216,009	0.00	688	314	24	0	0	0	0	2	1	1	0	10	276
05-09	0	190,313	0.00	602	316	22	0	0	0	0	2	0	1	1	7	283
06-09	0	282,102	0.00	896	315	16	0	0	0	0	3	1	0	4	19	272

USAGE AND LOSS REPORT

Month	Water Pumped	Water Sold	Water Loss Prc	Average Use	Active Meters	Zero Use Meters	Over 50000	40001 50000	30001 40000	20001 30000	10001 20000	8001 10000	6001 8000	4001 6000	2001 4000	1 2000
07-09	0	300,821	0.00	952	316	18	0	0	0	0	2	2	3	3	19	269
08-09	0	297,109	0.00	943	315	11	0	0	0	0	3	2	0	5	21	273
09-09	0	318,000	0.00	1,003	317	12	0	0	0	0	3	1	2	3	19	277
10-09	0	192,122	0.00	606	317	17	0	0	0	0	0	1	3	2	10	284
11-09	0	224,763	0.00	709	317	17	0	0	0	0	1	1	2	2	9	285
12-09	0	179,766	0.00	567	317	18	0	0	0	0	1	2	0	2	4	291
01-10	0	179,189	0.00	565	317	17	0	0	0	0	2	1	0	4	2	291
02-10	0	227,815	0.00	719	317	26	0	0	0	0	3	0	2	1	10	275
03-10	0	204,058	0.00	646	316	25	0	0	0	0	3	0	2	2	7	278
04-10	0	181,960	0.00	576	316	25	0	0	0	0	2	1	1	1	6	280
05-10	0	194,085	0.00	612	317	18	0	0	0	0	2	0	1	1	6	289
06-10	0	267,406	0.00	841	318	14	0	0	0	0	2	2	0	4	13	283
07-10	0	297,462	0.00	935	318	24	0	0	0	0	4	1	2	3	19	265
08-10	0	264,610	0.00	832	318	12	0	0	0	0	0	4	0	3	18	281
09-10	0	360,241	0.00	1,136	317	13	0	0	0	0	4	0	2	9	21	268
10-10	0	190,669	0.00	601	317	20	0	0	0	0	1	1	0	0	14	281
11-10	0	236,846	0.00	747	317	19	0	0	0	0	2	1	1	0	15	279
12-10	0	150,949	0.00	475	318	22	0	0	0	0	0	2	0	1	5	288
01-11	0	189,264	0.00	595	318	29	0	0	0	0	2	0	1	1	5	280
02-11	0	168,035	0.00	528	318	24	0	0	0	0	1	1	0	2	5	285
03-11	0	163,862	0.00	515	318	24	0	0	0	0	0	1	2	2	4	285
04-11	0	219,526	0.00	690	318	17	0	0	0	0	2	0	2	0	10	287
05-11	0	197,776	0.00	622	318	15	0	0	0	0	1	1	2	0	10	290
06-11	0	229,547	0.00	722	318	9	0	0	0	0	2	1	0	0	10	296
07-11	0	310,090	0.00	975	318	10	0	0	0	0	3	0	2	2	25	276
08-11	0	229,775	0.00	723	318	17	0	0	0	0	1	2	0	2	12	284
09-11	0	314,534	0.00	989	318	17	0	0	0	1	2	1	0	6	20	271
10-11	0	204,780	0.00	646	317	19	0	0	0	0	2	1	0	3	5	287
11-11	0	219,553	0.00	693	317	16	0	0	0	0	3	0	0	5	2	291
12-11	0	187,294	0.00	587	319	21	0	0	0	0	3	2	0	1	5	288
01-12	0	213,004	0.00	666	320	15	0	0	0	0	3	0	1	1	6	294
02-12	0	179,167	0.00	560	320	23	0	0	0	0	1	2	0	2	3	289
03-12	0	164,639	0.00	518	318	23	0	0	0	0	0	1	3	1	4	286
04-12	0	187,705	0.00	590	318	19	0	0	0	0	0	2	2	2	2	291

USAGE AND LOSS REPORT

Month	Water Pumped	Water Sold	Water Loss Prc	Average Use	Active Meters	Zero Use Meters	Over 50000	40001 50000	30001 40000	20001 30000	10001 20000	8001 10000	6001 8000	4001 6000	2001 4000	1 2000
05-12	0	202,230	0.00	636	318	16	0	0	0	0	1	1	3	1	5	291
06-12	38,017,500	216,184	99.43	682	317	14	0	0	0	0	0	2	0	5	5	291
07-12	2,043,104	210,728	89.69	663	318	16	0	0	0	0	1	0	1	5	7	288
08-12	2,838,600	278,656	90.18	876	318	16	0	0	0	0	2	0	1	4	14	281
09-12	33,185,172	230,091	99.31	726	317	21	0	0	0	0	0	2	2	1	12	280
10-12	298,089	229,650	22.96	724	317	17	0	0	0	0	1	1	2	2	12	282
11-12	232,701	159,818	31.32	504	317	25	0	0	0	0	0	0	1	4	3	284
12-12	253,663	171,891	32.24	542	317	26	0	0	0	0	0	1	2	3	6	279
01-13	264,465	202,114	23.58	638	317	21	0	0	0	0	1	2	2	3	7	281
02-13	250,775	180,464	28.04	569	317	22	0	0	0	0	0	2	2	2	4	285
03-13	214,131	147,254	31.23	465	317	27	0	0	0	0	0	0	2	2	5	281
04-13	258,409	180,704	30.07	563	321	19	0	0	0	0	0	1	2	0	9	290
05-13	271,765	235,726	13.26	734	321	15	0	0	0	0	2	0	1	2	10	291
06-13	326,604	230,760	29.35	717	322	16	0	0	0	0	2	0	1	3	11	289
07-13	391,283	309,352	20.94	964	321	16	0	0	0	0	3	1	1	3	26	271
08-13	280,267	252,918	9.76	788	321	15	0	0	0	0	1	1	1	3	16	284
09-13	372,741	291,304	21.85	907	321	18	0	0	0	0	2	1	2	6	20	272
10-13	276,818	212,301	16.84	663	320	21	0	0	0	0	1	0	1	5	11	281
11-13	260,561	191,314	23.27	598	320	21	0	0	0	0	0	0	2	4	6	287
12-13	246,070	166,613	25.23	521	320	25	0	0	0	0	0	0	3	1	7	284
01-14	221,404	176,800	7.15	551	321	23	0	0	0	0	0	1	1	3	7	286
02-14	250,949	156,326	22.37	487	321	22	0	0	0	0	0	1	0	2	9	287
03-14	242,005	167,797	15.58	523	321	23	0	0	0	0	0	1	0	2	9	286
04-14	236,511	167,106	23.07	521	321	23	0	0	0	0	0	1	1	2	5	289
05-14	331,444	248,961	14.72	773	322	17	0	0	0	0	1	3	1	3	9	288
06-14	296,644	209,285	24.49	648	323	22	0	0	0	0	0	2	1	2	13	284
07-14	324,746	289,711	3.34	897	323	17	0	0	0	0	1	2	1	3	17	282
08-14	307,059	221,957	21.83	687	323	17	0	0	0	0	1	0	2	1	18	284
09-14	363,316	260,699	0.93	807	323	15	0	0	0	0	2	2	0	4	17	283
10-14	301,939	201,854	25.34	627	322	21	0	0	0	0	1	1	2	1	10	286
11-14	185,682	169,133	0.58	530	319	26	0	0	0	0	1	1	1	1	7	284
12-14	227,005	169,400	14.94	533	318	24	0	0	0	0	0	2	1	1	7	285
01-15	193,797	158,097	10.62	496	319	21	0	0	0	0	1	1	1	1	5	291
02-15	210,775	161,732	14.57	509	318	23	0	0	0	0	0	1	2	1	5	288

USAGE AND LOSS REPORT

Month	Water Pumped	Water Sold	Water Loss Prc	Average Use	Active Meters	Zero Use Meters	Over 50000	40001 50000	30001 40000	20001 30000	10001 20000	8001 10000	6001 8000	4001 6000	2001 4000	1 2000
03-15	229,171	178,352	14.66	559	319	22	0	0	0	0	1	0	2	1	6	289
04-15	222,995	166,143	20.20	521	319	21	0	0	0	0	1	0	1	1	7	290
05-15	247,233	194,766	17.84	611	319	18	0	0	0	0	1	0	2	0	11	289
06-15	339,318	251,031	22.77	787	319	14	0	0	0	0	1	2	0	1	17	285
07-15	352,433	238,286	28.80	747	319	14	0	0	0	0	2	1	1	2	11	290
08-15	377,607	266,163	26.17	834	319	13	0	0	0	0	2	1	0	4	17	284
09-15	282,286	203,371	23.48	638	319	16	0	0	0	0	1	1	1	1	11	290
10-15	282,072	184,675	30.05	579	319	17	0	0	0	0	1	0	1	1	12	289
11-15	281,591	197,182	25.49	618	319	22	0	0	0	0	2	0	1	1	9	286
12-15	234,439	170,237	17.34	535	318	24	0	0	0	0	1	1	0	1	8	285
01-16	198,930	139,151	20.26	438	318	27	0	0	0	0	0	1	2	0	4	286
02-16	260,548	187,164	21.18	589	318	24	0	0	0	0	1	2	0	1	10	282
03-16	234,666	172,520	23.38	541	319	23	0	0	0	0	2	1	0	3	5	287
04-16	233,690	173,991	22.34	542	321	22	0	0	0	0	1	1	0	1	8	290
05-16	314,051	214,659	29.12	669	321	17	0	0	0	0	1	1	1	4	7	292
06-16	264,425	238,559	5.61	748	319	14	0	0	0	0	1	1	1	1	17	287
07-16	321,858	254,012	17.52	791	321	14	0	0	0	1	0	1	2	3	13	289
08-16	443,115	325,486	23.62	1,014	321	14	0	0	0	0	4	1	2	5	19	278
09-16	271,550	222,642	12.21	694	321	15	0	0	0	0	0	2	1	5	9	291
10-16	283,529	184,893	27.92	576	321	17	0	0	0	0	0	2	2	1	5	296
11-16	315,735	213,665	27.84	666	321	19	0	0	0	0	1	2	2	1	13	285
12-16	254,251	172,714	26.46	538	321	23	0	0	0	0	1	0	2	1	9	287
01-17	252,741	176,397	24.65	550	321	22	0	0	0	0	0	2	2	0	9	288
02-17	181,069	141,394	15.93	440	321	26	0	0	0	0	0	0	2	2	7	286
03-17	227,025	156,698	27.17	488	321	19	0	0	0	0	0	0	2	2	9	291
04-17	250,099	156,243	33.76	487	321	21	0	0	0	0	0	1	1	2	8	290
05-17	344,158	226,043	32.20	704	321	16	0	0	0	0	2	1	0	5	9	290
06-17	301,216	208,119	23.52	650	320	18	0	0	0	0	2	0	2	1	14	285
07-17	400,976	286,042	26.15	891	321	15	0	0	0	0	1	2	2	7	10	286
08-17	363,543	260,988	25.09	811	322	11	0	0	0	1	1	2	0	2	14	292
09-17	356,832	279,396	18.28	870	321	15	0	0	0	0	2	1	1	3	22	279
10-17	264,987	200,929	19.57	628	320	17	0	0	0	0	1	1	2	1	12	288
11-17	256,661	180,320	22.42	564	320	19	0	0	0	0	0	1	2	3	10	287
12-17	273,820	199,336	23.26	623	320	19	0	0	0	0	0	1	3	2	10	287

USAGE AND LOSS REPORT

Month	Water Pumped	Water Sold	Water Loss Prc	Average Use	Active Meters	Zero Use Meters	Over 50000	40001 50000	30001 40000	20001 30000	10001 20000	8001 10000	6001 8000	4001 6000	2001 4000	1 2000
01-18	220,013	158,615	22.22	493	322	22	0	0	0	0	0	0	1	4	6	291
02-18	228,249	159,102	25.94	494	322	17	0	0	0	0	0	0	3	2	8	294
03-18	241,791	158,702	30.25	493	322	22	0	0	0	0	0	0	2	1	9	290
04-18	275,508	187,938	23.70	584	322	18	0	0	0	0	0	1	2	1	11	291
05-18	230,398	188,106	12.02	584	322	17	0	0	0	0	1	0	2	1	10	293
06-18	334,749	239,010	24.28	742	322	15	0	0	0	0	1	2	1	4	16	285
07-18	433,997	319,227	23.31	991	322	16	0	0	0	0	2	1	5	6	17	277
08-18	349,091	251,590	24.06	781	322	17	0	0	0	0	2	0	2	3	17	283
09-18	299,545	221,252	21.70	687	322	14	0	0	0	0	1	0	3	1	16	289
10-18	362,112	270,898	21.06	841	322	18	0	0	1	1	1	0	1	3	15	284
11-18	242,313	167,569	22.56	520	322	15	0	0	0	0	0	0	1	2	12	294
12-18	260,241	155,950	26.29	484	322	19	0	0	0	0	0	0	2	1	8	294
01-19	209,091	151,049	22.69	469	322	16	0	0	0	0	0	0	1	2	6	299
02-19	212,821	166,565	14.51	517	322	22	0	0	0	0	1	1	1	1	6	292
03-19	194,412	144,604	19.57	449	322	23	0	0	0	0	0	0	1	2	5	293
04-19	214,265	160,185	20.69	497	322	18	0	0	0	0	0	1	1	1	7	296
05-19	303,302	236,444	17.45	734	322	15	0	0	0	1	0	1	1	4	14	288
06-19	275,481	219,764	17.03	682	322	15	0	0	0	0	0	2	1	3	13	290
07-19	363,917	282,552	19.71	880	321	15	0	0	0	0	1	2	1	8	19	277
08-19	405,869	307,500	20.78	955	322	16	0	0	0	0	1	2	3	6	20	276
09-19	305,414	238,316	17.31	740	322	15	0	0	0	0	0	2	4	4	11	288
10-19	256,564	188,075	21.06	584	322	20	0	0	0	0	0	1	4	2	8	289
11-19	293,128	211,649	20.75	657	322	18	0	0	0	0	1	1	2	1	11	290
12-19	273,409	201,305	17.38	627	321	20	0	0	0	1	1	1	2	1	9	288
01-20	268,596	199,348	14.83	621	321	19	0	0	0	0	2	1	1	1	12	287
02-20	197,794	155,015	11.05	483	321	21	0	0	0	0	1	1	1	2	5	292
03-20	220,508	164,854	18.20	514	321	18	0	0	0	0	1	0	0	4	5	295
04-20	260,656	199,450	16.26	621	321	23	0	0	0	0	1	1	0	1	8	289
05-20	238,676	183,368	16.85	571	321	22	0	0	0	0	2	0	0	0	8	291
06-20	317,352	240,055	18.18	748	321	17	0	0	0	0	1	0	1	3	14	287
07-20	375,428	275,612	19.19	859	321	12	0	0	0	1	0	0	2	5	22	281
08-20	371,911	273,922	17.60	853	321	12	0	0	0	0	1	1	3	3	19	284
09-20	390,762	302,614	19.37	940	322	14	0	0	0	0	3	0	4	5	18	280

USAGE AND LOSS REPORT

Month	Water Pumped	Water Sold	Water Loss Prct	Average Use	Active Meters	Zero Use Meters	Over 50000	40001 50000	30001 40000	20001 30000	10001 20000	8001 10000	6001 8000	4001 6000	2001 4000	1 2000
-------	-----------------	---------------	--------------------	----------------	------------------	--------------------	------------	----------------	----------------	----------------	----------------	---------------	--------------	--------------	--------------	-----------

237 Month Totals

Total	Water Pumped	103,121,977
Total	Water Sold	56,755,591
Total	Used for Fire/Flush	1,446,091
Total	Water Loss	44,920,295
Total	Water Loss Percent	43.56 %

Monthly Averages

Average	Water Pumped	435,114
Average	Water Sold	239,475
Average	Used for Fire/Flush	6,102
Average	Water Loss	189,537
Average	Water Loss Percent	43.56 %
Average	Customer Use	757

Qualified By: System Totals 01-01 to 09-20
City of Trinidad



CONSENT AGENDA ITEM 2

SUPPORTING DOCUMENTATION ATTACHED

2. Financial Statements – August 2020

City of Trinidad
Statement of Revenues and Expenditures - GF Revenue
From 8/1/2020 Through 8/31/2020

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Revenue					
41010	PROPERTY TAX - SECURED	0.00	0.00	100,000.00	100.00)%
41020	PROPERTY TAX - UNSECURED	0.00	0.00	3,800.00	100.00)%
41040	PROPERTY TAX-PRIOR UNSECURED	0.00	0.00	25.00	100.00)%
41050	PROPERTY TAX - CURRENT SUPPL	0.00	0.00	1,300.00	100.00)%
41060	PROPERTY TAX-PRIOR SUPPL	0.00	0.00	200.00	100.00)%
41070	PROPERTY TAX - FINES	0.00	0.00	500.00	100.00)%
41110	PROPERTY TAX EXEMPTION	0.00	0.00	1,300.00	100.00)%
41130	PUBLIC SAFETY 1/2 CENT	0.00	0.00	1,900.00	100.00)%
41140	PROPERTY TAX - DOCUMENTARY RE	0.00	0.00	4,500.00	100.00)%
41220	IN LIEU VLF	0.00	0.00	28,500.00	100.00)%
42000	SALES & USE TAX	0.00	11,394.49	255,000.00	(95.53)%
43000	TRANSIENT LODGING TAX	0.00	1,083.67	140,000.00	(99.23)%
46000	GRANT INCOME	0.00	0.00	10,000.00	100.00)%
47310	VEHICLE LICENSE COLLECTION	0.00	0.00	300.00	100.00)%
53010	COPY MACHINE FEE	1.70	2.50	50.00	(95.00)%
53020	INTEREST INCOME	40.27	83.10	25,300.00	(99.67)%
53090	OTHER MISCELLANEOUS INCOME	0.00	4,261.76	9,000.00	(52.65)%
54020	PLANNER- APPLICATION PROCESSIN	0.00	0.00	15,000.00	100.00)%
54050	BLDG.INS-P-APPLICATION PROCESSI	2,347.09	2,744.90	8,000.00	(65.69)%
54100	ANIMAL LICENSE FEES	15.00	207.50	300.00	(30.83)%
54150	BUSINESS LICENSE TAX	100.00	270.00	9,000.00	(97.00)%
54170	STR License Fee (Short Term Rental)	0.00	300.00	9,600.00	(96.88)%
54300	ENCROACHMENT PERMIT FEES	0.00	0.00	400.00	100.00)%
56400	RENT - VERIZON	6,552.53	6,552.53	19,500.00	(66.40)%
56500	RENT - HARBOR LEASE	0.00	0.00	5,125.00	100.00)%
56550	RENT - PG& E	0.00	0.00	9,000.00	100.00)%
56650	RENT - SUDDENLINK	0.00	1,524.37	6,500.00	(76.55)%
56700	RENT - TOWN HALL	0.00	0.00	2,500.00	100.00)%
	Total Revenue	<u>9,056.59</u>	<u>28,424.82</u>	<u>666,600.00</u>	<u>(95.74)%</u>

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
201 - GFAdmin
From 8/1/2020 Through 8/31/2020

		Current Month	Year to Date	Total Budget - Original	% of Budget
	Expense				
60900	HONORARIUMS	250.00	500.00	3,000.00	83.33%
61000	EMPLOYEE GROSS WAGE	9,481.85	18,004.05	122,897.00	85.35%
61470	FRINGE BENEFITS	369.24	923.10	3,120.00	70.41%
65100	DEFERRED RETIREMENT	1,166.63	2,181.73	14,748.00	85.21%
65200	MEDICAL INSURANCE AND EXPENSE	1,382.12	2,841.99	22,154.00	87.17%
65250	Health Savings Program	16.63	33.26	1,050.00	96.83%
65300	WORKMEN'S COMP INSURANCE	0.00	4,257.02	4,085.00	(4.21)%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	99.58	243.91	750.00	67.48%
65600	PAYROLL TAX	822.29	1,572.59	10,530.00	85.07%
65800	Grant Payroll Allocation	(81.05)	(189.11)	(4,000.00)	95.27%
68090	CRIME BOND	0.00	537.55	550.00	2.26%
68200	INSURANCE - LIABILITY	0.00	13,594.20	13,600.00	0.04%
68300	PROPERTY & CASUALTY	0.00	6,437.60	6,250.00	(3.00)%
71110	ATTORNEY-ADMINISTRATIVE TASKS	140.00	1,699.00	5,000.00	66.02%
71210	CITY ENGINEER-ADMIN. TASKS	1,215.00	1,215.00	0.00	0.00%
71310	CITY PLANNER-ADMIN. TASKS	6,623.85	6,623.85	98,000.00	93.24%
71410	BLDG INSPECTOR-ADMIN TASKS	2,450.85	4,467.93	15,000.00	70.21%
71510	ACCOUNTANT-ADMIN TASKS	917.87	1,923.62	17,000.00	88.68%
71620	AUDITOR-FINANCIAL REPORTS	0.00	0.00	16,000.00	100.00%
72000	CHAMBER OF COMMERCE	0.00	0.00	15,000.00	100.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	242.00	385.25	3,000.00	87.16%
75160	LIBRARY RENT & LOCAL CONTRIB.	0.00	500.00	2,000.00	75.00%
75170	RENT	750.00	1,500.00	9,000.00	83.33%
75180	UTILITIES	833.91	1,516.81	12,000.00	87.36%
75190	DUES & MEMBERSHIP	0.00	0.00	1,000.00	100.00%
75200	MUNICIPAL/UPDATE EXPENSE	264.00	608.00	3,500.00	82.63%
75220	OFFICE SUPPLIES & EXPENSE	665.49	876.94	7,500.00	88.31%
75240	BANK CHARGES	0.00	0.00	100.00	100.00%
75280	TRAINING / EDUCATION	0.00	0.00	200.00	100.00%
75990	MISCELLANEOUS EXPENSE	0.00	420.00	500.00	16.00%
76110	TELEPHONE	650.55	1,105.22	4,000.00	72.37%
76130	CABLE & INTERNET SERVICE	218.90	437.80	3,000.00	85.41%
76150	TRAVEL	0.00	0.00	1,500.00	100.00%
78170	SECURITY SYSTEM	0.00	76.50	500.00	84.70%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	697.00	1,500.00	53.53%
	Total Expense	28,479.71	74,990.81	414,034.00	81.89%

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
301 - Police
From 8/1/2020 Through 8/31/2020

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
	Expense				
61000	EMPLOYEE GROSS WAGE	448.64	841.32	5,832.00	85.57%
61470	FRINGE BENEFITS	0.00	0.00	240.00	100.00%
65100	DEFERRED RETIREMENT	56.04	106.47	700.00	84.79%
65200	MEDICAL INSURANCE AND EXPENSE	42.71	80.39	573.00	85.97%
65250	Health Savings Program	0.50	1.00	35.00	97.14%
65300	WORKMEN'S COMP INSURANCE	0.00	202.63	194.00	(4.45)%
65600	PAYROLL TAX	39.50	74.97	500.00	85.01%
75170	RENT	750.00	1,500.00	9,000.00	83.33%
75180	UTILITIES	105.34	212.37	1,800.00	88.20%
75220	OFFICE SUPPLIES & EXPENSE	0.00	0.00	500.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	10,000.00	100.00%
75350	ANIMAL CONTROL	186.50	317.50	1,600.00	80.16%
76110	TELEPHONE	0.00	0.00	600.00	100.00%
78170	SECURITY SYSTEM	0.00	76.50	600.00	87.25%
	Total Expense	<u>1,629.23</u>	<u>3,413.15</u>	<u>32,174.00</u>	<u>89.39%</u>

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
401 - Fire
From 8/1/2020 Through 8/31/2020

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
	Expense				
60900	HONORARIUMS	150.00	300.00	2,400.00	87.50%
75180	UTILITIES	55.75	109.55	1,150.00	90.47%
75190	DUES & MEMBERSHIP	271.24	271.24	350.00	22.50%
75280	TRAINING / EDUCATION	0.00	0.00	500.00	100.00%
76110	TELEPHONE	123.66	123.66	1,300.00	90.49%
76140	RADIO & DISPATCH	0.00	0.00	1,800.00	100.00%
78140	VEHICLE FUEL & OIL	0.00	0.00	350.00	100.00%
78150	VEHICLE REPAIRS	588.56	588.56	2,500.00	76.46%
78160	BUILDING REPAIRS & MAINTENANCE	1,475.78	1,655.78	1,500.00	(10.39)%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	5,000.00	100.00%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	0.00	1,000.00	100.00%
	Total Expense	<u>2,664.99</u>	<u>3,048.79</u>	<u>17,850.00</u>	<u>82.92%</u>

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
501 - PW (Public Works)
From 8/1/2020 Through 8/31/2020

		Current Month	Year to Date	Total Budget - Original	% of Budget
	Expense				
61000	EMPLOYEE GROSS WAGE	6,039.24	10,671.06	88,866.00	87.99%
61250	OVERTIME	0.00	0.00	500.00	100.00%
61470	FRINGE BENEFITS	0.00	0.00	720.00	100.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	100.00	100.00%
65100	DEFERRED RETIREMENT	731.38	1,314.54	10,664.00	87.67%
65200	MEDICAL INSURANCE AND EXPENSE	1,375.37	2,933.63	26,684.00	89.01%
65250	Health Savings Program	15.97	32.06	1,243.00	97.42%
65300	WORKMEN'S COMP INSURANCE	0.00	3,306.74	2,954.00	(11.94)%
65600	PAYROLL TAX	513.76	909.59	7,614.00	88.05%
65800	Grant Payroll Allocation	(6,941.57)	(9,344.70)	(64,400.00)	85.49%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	0.00	10,000.00	100.00%
71310	CITY PLANNER-ADMIN. TASKS	0.00	0.00	5,000.00	100.00%
75180	UTILITIES	0.00	0.00	250.00	100.00%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	0.00	3,000.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	60,000.00	100.00%
75370	UNIFORMS/PERSONAL EQUIP.	0.00	0.00	1,000.00	100.00%
76110	TELEPHONE	0.00	116.54	0.00	0.00%
78100	STREET MAINT/REPAIR/SANITATION	0.00	0.00	5,000.00	100.00%
78120	STREET LIGHTING	329.49	671.77	5,000.00	86.56%
78130	TRAIL MAINTENANCE	0.00	42.88	10,000.00	99.57%
78140	VEHICLE FUEL & OIL	340.77	418.52	4,000.00	89.54%
78150	VEHICLE REPAIRS	0.00	0.00	2,500.00	100.00%
78160	BUILDING REPAIRS & MAINTENANCE	294.89	1,193.52	14,000.00	91.47%
78190	MATERIALS, SUPPLIES & EQUIPMEN	73.13	214.23	5,000.00	95.72%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	75.37	2,500.00	96.99%
	Total Expense	2,772.43	12,555.75	202,195.00	93.79%

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
204 - IWM
From 8/1/2020 Through 8/31/2020

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
56150	FRANCHISE FEES	636.41	636.41	10,000.00	(93.64)%
	Total Revenue	636.41	636.41	10,000.00	(93.64)%
	Expense				
61000	EMPLOYEE GROSS WAGE	332.92	381.55	8,103.00	95.29%
65100	DEFERRED RETIREMENT	39.96	30.56	972.00	96.86%
65200	MEDICAL INSURANCE AND EXPENSE	(3.10)	16.32	1,654.00	99.01%
65250	Health Savings Program	1.20	2.40	161.00	98.51%
65300	WORKMEN'S COMP INSURANCE	0.00	326.45	269.00	(21.36)%
65600	PAYROLL TAX	28.26	32.28	694.00	95.35%
75130	GARBAGE	0.00	0.00	500.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	1,800.00	100.00%
	Total Expense	399.24	789.56	14,153.00	94.42%
	Net Income	237.17	(153.15)	(4,153.00)	(96.31)%

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
212 - Budget Act - COVID
From 8/1/2020 Through 8/31/2020

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
46000	GRANT INCOME	8,333.00	16,666.00	0.00	0.00%
	Total Revenue	8,333.00	16,666.00	0.00	0.00%
	Expense				
65800	Grant Payroll Allocation	81.05	189.11	0.00	0.00%
71110	ATTORNEY-ADMINISTRATIVE TASKS	186.50	186.50	0.00	0.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	998.00	998.00	0.00	0.00%
	Total Expense	1,265.55	1,373.61	0.00	0.00%
	Net Income	7,067.45	15,292.39	0.00	0.00%

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
303 - COPS Program
From 8/1/2020 Through 8/31/2020

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
46000	GRANT INCOME	0.00	0.00	155,000.00	(100.00)%
	Total Revenue	0.00	0.00	155,000.00	(100.00)%
	Expense				
75300	CONTRACTED SERVICES	0.00	40,671.25	155,000.00	73.76%
	Total Expense	0.00	40,671.25	155,000.00	73.76%
	Net Income	0.00	(40,671.25)	0.00	0.00%

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
503 - State Gas Tax
From 8/1/2020 Through 8/31/2020

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
46000	GRANT INCOME	0.00	0.00	15,000.00	(100.00)%
47030	GAS TAX REVENUE (2103)	0.00	230.18	0.00	0.00%
47050	GAS TAX REVENUE (2105)	0.00	151.97	0.00	0.00%
47060	GAS TAX REVENUE (2106)	0.00	506.11	0.00	0.00%
47070	GAS TAX REVENUE (2107)	0.00	208.47	0.00	0.00%
47075	GAS TAX REVENUE (2107.5)	0.00	1,000.00	0.00	0.00%
	Total Revenue	0.00	2,096.73	15,000.00	(86.02)%
	Expense				
60000	INTERDEPARTMENTAL TRANSFER EXP	0.00	0.00	40,000.00	100.00%
75300	CONTRACTED SERVICES	8,279.04	8,279.04	0.00	0.00%
	Total Expense	8,279.04	8,279.04	40,000.00	79.30%
	Net Income	(8,279.04)	(6,182.31)	(25,000.00)	(75.27)%

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
504 - TDA - Transporation Development Agency
From 8/1/2020 Through 8/31/2020

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
46000	GRANT INCOME	0.00	0.00	12,500.00	(100.00)%
	Total Revenue	0.00	0.00	12,500.00	(100.00)%
	Expense				
60000	INTERDEPARTMENTAL TRANSFER EXP	0.00	0.00	12,000.00	100.00%
75300	CONTRACTED SERVICES	11,400.00	11,400.00	0.00	0.00%
	Total Expense	11,400.00	11,400.00	12,000.00	5.00%
	Net Income	(11,400.00)	(11,400.00)	500.00	(2,380.00)%

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
601 - Water
From 8/1/2020 Through 8/31/2020

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
53020	INTEREST INCOME	0.00	0.00	12,000.00	(100.00)%
53090	OTHER MISCELLANEOUS INCOME	0.00	0.00	1,000.00	(100.00)%
57100	WATER SALES	28,017.35	57,980.39	315,000.00	(81.59)%
57200	Water Sales - Wholesale	3,240.00	3,240.00	8,000.00	(59.50)%
57500	WATER A/R PENALTIES	1,387.73	1,687.29	6,000.00	(71.88)%
	Total Revenue	32,645.08	62,907.68	342,000.00	(81.61)%
Expense					
61000	EMPLOYEE GROSS WAGE	7,570.76	15,179.59	113,588.00	86.64%
61470	FRINGE BENEFITS	0.00	0.00	720.00	100.00%
65100	DEFERRED RETIREMENT	915.13	1,904.09	13,631.00	86.03%
65200	MEDICAL INSURANCE AND EXPENSE	3,550.63	7,364.77	36,160.00	79.63%
65250	Health Savings Program	31.21	62.67	1,572.00	96.01%
65300	WORKMEN'S COMP INSURANCE	0.00	4,190.41	3,776.00	(10.97)%
65600	PAYROLL TAX	647.53	1,300.32	9,732.00	86.64%
68090	CRIME BOND	0.00	289.45	300.00	3.52%
68200	INSURANCE - LIABILITY	0.00	7,310.80	7,325.00	0.19%
68300	PROPERTY & CASUALTY	0.00	3,466.40	3,350.00	(3.47)%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	500.00	100.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	0.00	2,500.00	100.00%
71230	ENGINEER-SPECIAL PROJECTS	1,270.50	1,270.50	45,000.00	97.18%
71310	CITY PLANNER-ADMIN. TASKS	1,614.70	1,614.70	10,000.00	83.85%
71510	ACCOUNTANT-ADMIN TASKS	494.23	1,035.78	9,000.00	88.49%
71620	AUDITOR-FINANCIAL REPORTS	0.00	0.00	7,000.00	100.00%
72100	BAD DEBTS	0.00	0.00	100.00	100.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	322.33	322.33	0.00	0.00%
75180	UTILITIES	1,426.67	2,856.75	14,000.00	79.59%
75190	DUES & MEMBERSHIP	0.00	0.00	700.00	100.00%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	0.00	200.00	100.00%
75220	OFFICE SUPPLIES & EXPENSE	352.56	597.56	5,000.00	88.05%
75240	BANK CHARGES	0.00	0.00	100.00	100.00%
75280	TRAINING / EDUCATION	0.00	0.00	750.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	19,000.00	100.00%
76110	TELEPHONE	227.52	412.20	1,800.00	77.10%
76130	CABLE & INTERNET SERVICE	61.95	123.90	750.00	83.48%
76160	LICENSES & FEES	0.00	0.00	3,600.00	100.00%
78140	VEHICLE FUEL & OIL	147.44	268.34	1,500.00	82.11%
78150	VEHICLE REPAIRS	130.00	130.00	2,500.00	94.80%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	2,476.47	4,250.00	41.73%
78170	SECURITY SYSTEM	0.00	76.50	500.00	84.70%
78190	MATERIALS, SUPPLIES & EQUIPMEN	98.58	98.58	5,000.00	98.03%
78200	EQUIPMENT REPAIRS & MAINTENANC	215.76	215.76	1,500.00	85.62%
79100	WATER LAB FEES	1,168.43	1,458.43	6,000.00	75.69%
79120	WATER PLANT CHEMICALS	0.00	466.35	7,500.00	93.78%
79150	WATER LINE REPAIR	282.82	282.82	25,000.00	98.87%
79160	WATER PLANT REPAIR	0.00	0.00	3,000.00	100.00%
	Total Expense	20,528.75	54,775.47	366,904.00	85.07%
	Net Income	12,116.33	8,132.21	(24,904.00)	(132.65)%

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
701 - Cemetery
From 8/1/2020 Through 8/31/2020

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
53020	INTEREST INCOME	0.00	0.00	250.00	(100.00)%
58100	CEMETERY PLOT SALES	0.00	0.00	12,000.00	(100.00)%
	Total Revenue	0.00	0.00	12,250.00	(100.00)%
	Expense				
61000	EMPLOYEE GROSS WAGE	504.32	850.96	8,272.00	89.71%
65100	DEFERRED RETIREMENT	60.50	84.81	993.00	91.46%
65200	MEDICAL INSURANCE AND EXPENSE	72.69	163.03	1,921.00	91.51%
65250	Health Savings Program	1.99	3.61	140.00	97.42%
65300	WORKMEN'S COMP INSURANCE	0.00	306.75	275.00	(11.55)%
65600	PAYROLL TAX	42.86	72.26	709.00	89.81%
75180	UTILITIES	45.23	90.46	493.00	81.65%
75300	CONTRACTED SERVICES	0.00	0.00	2,000.00	100.00%
78170	SECURITY SYSTEM	0.00	106.50	450.00	76.33%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	500.00	100.00%
	Total Expense	727.59	1,678.38	15,753.00	89.35%
	Net Income	(727.59)	(1,678.38)	(3,503.00)	(52.09)%



CONSENT AGENDA ITEM 3

SUPPORTING DOCUMENTATION ATTACHED

3. Law Enforcement Report – September 2020

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

Page 1

Incident Search Results**City is trinidad or trin, Date Between 8/31/2020 and 9/6/2020**

09/09/2020

Date	Inc #	Type	Time	Location	Dispositio
08/31/2020	2008310022	459V	08:00:35	4150 PATRICKS POINT DR	Report Taken
08/31/2020	2008310086	CIVS	15:32:14	567 EAST ST	Negative Service
08/31/2020	2008310099	415FAM	16:13:18	199 NORTH WESTHAVEN DR	No Report
08/31/2020	2008310101	XFER	16:28:35	540 N WESTHAVEN DR	Xfer to CHP
08/31/2020	2008310105	INFO	16:36:26	199 N WESTHAVEN DR	Supplemental Taken
08/31/2020	2008310107	NPROB	16:49:11	264 N WESTHAVEN DR	Cad Documentation Only
08/31/2020	2008310110	647F	17:20:35	201 MAIN ST	Cad Documentation Only
08/31/2020	2008310115	FU	18:10:05	878 KAY AVE	Report Taken
08/31/2020	2008310131	PC	20:41:52	185 BAKER RANCH RD	Warned
08/31/2020	2008310157	TRF	23:46:39	480 PATRICKS POINT DR	Cited
09/01/2020	2009010084	PROB	13:05:21	201 MAIN ST	Agency Assist
09/01/2020	2009010099	488	13:56:46	201 MAIN ST	Not as Reported
09/02/2020	2009020059	HYPO	11:23:12	(UNKNOWN ADDRESS)	No Report
09/02/2020	2009020065	CIVS	11:43:54	567 EAST ST	Negative Service
09/02/2020	2009020119	459V	16:15:43	1 BAKER RANCH RD	Scheduled Incident Created
09/02/2020	2009020162	UNW	21:24:17	389 MAIN ST	Gone On Arrival
09/03/2020	2009030016	459V	07:00:25	1 BAKER RANCH RD	Report Taken
09/03/2020	2009030101	SUSPC	14:06:54	201 MAIN ST	Unable to Locate
09/03/2020	2009030198	WELF	23:28:35	425 ADAMS FOX FARM RD	Cad Documentation Only
09/04/2020	2009040017	SUSPC	04:54:08	130 SCENIC DR	Report Taken
09/04/2020	2009040034	ASSISTP	09:03:10	/UNKNOWN	Cad Documentation Only
09/04/2020	2009040054	SHOTSH	10:55:48	1720 SCENIC DR	No Report
09/04/2020	2009040064	459V	12:14:58	415 WESTGATE DR	Report Taken
09/04/2020	2009040077	SUSPC	12:49:19	1148 BIG LAGOON PARK RD	Cad Documentation Only
09/05/2020	2009050005	911M	00:49:49	480 PATRICKS POINT DR	Accidental Dial
09/05/2020	2009050046	XPAT	11:00:36	.TRINIDAD	Cad Documentation Only
09/05/2020	2009050055	459V	12:25:47	N/A	Negative Contact Made
09/05/2020	2009050117	911M	20:31:18	.ABALONE CAMPGROUND	Accidental Dial
09/05/2020	2009050124	33X	20:50:33	452 WESTGATE DR	Billable Alarm
09/06/2020	2009060033	XFER	09:52:59	HIGHWAY 101 OFF RAMP/WES	Xfer to CHP
09/06/2020	2009060070	911M	15:18:15	122 MOONSTONE BEACH RD	Accidental Dial
09/06/2020	2009060073	UNW	15:37:56	389 MAIN ST	Gone On Arrival
09/06/2020	2009060094	415MW	19:02:17	389 MAIN ST	No Report
09/06/2020	2009060108	BOLO	21:04:14	SCENIC DR	Unable to Locate
09/06/2020	2009060114	VEHI	21:42:34	100 MOONSTONE BEACH RD	Warned
09/06/2020	2009060121	PC	22:56:07	OCEAN AVE/WAGNER ST	Cad Documentation Only

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

Page 1

Incident Search Results

City is trinidad or trin, Date Between 9/7/2020 and 9/13/2020

09/14/2020

Date	Inc #	Type	Time	Location	Dispositio
09/07/2020	2009070028	PROPF	09:36:07	(UNKNOWN ADDRESS)	Report Taken
09/07/2020	2009070050	WELF	11:59:49	1750 PATRICKS POINT DR	Report Taken
09/07/2020	2009070053	459R	12:15:33	1446 ADAMS FOX FARM RD	Pending Recontact From Rp
09/07/2020	2009070055	WELF	12:57:53	363 TRINITY ST	Duplicate Call
09/07/2020	2009070056	SUSPP	12:58:38	TRINITY ST	Report Taken
09/07/2020	2009070057	XFER	13:06:44	306 VIEW ST	Xfer to Medical
09/07/2020	2009070110	SUSPC	22:43:49	609 S WESTHAVEN DR	No Report
09/07/2020	2009070116	DISP	23:38:14	660 S WESTHAVEN DR	Cad Documentation Only
09/08/2020	2009080008	TRF	01:28:35	SCENIC DR/CHER-AE LN	Warned
09/08/2020	2009080010	TRF	02:02:32	SCENIC DR/MAIN ST	Warned
09/08/2020	2009080027	WELF	07:34:18	1170 PATRICKS POINT DR	Cad Documentation Only
09/08/2020	2009080070	WELF	11:23:04	222 ROUNDHOUSE CREEK RD	Public Assist
09/08/2020	2009080082	CWS	12:39:31	199 N WESTHAVEN DR	Report Taken
09/08/2020	2009080101	415	13:53:31	1 BAY ST	Advised to Move Along
09/08/2020	2009080132	XFER	16:07:33	201 MAIN ST	Xfer to CHP
09/08/2020	2009080133	SUSPP	16:11:31	389 MAIN ST	Unable to Locate
09/08/2020	2009080134	XFER	16:13:11	LUFFENHOLTZ RD	Xfer to Fire
09/08/2020	2009080166	PC	18:41:57	WESTGATE DR/PATRICKS POI	Unable to Locate
09/08/2020	2009080172	TPAT	19:52:09	TRINITY ST	No Report
09/08/2020	2009080181	602	21:23:28	20 SCENIC DR	Cancel Per Rp
09/08/2020	2009080182	415N	21:24:36	510 BIG LAGOON PARK RD	No Report
09/08/2020	2009080186	BUS	22:27:28	27 SCENIC DR	Cited
09/09/2020	2009090074	XFER	11:18:09	816 VAN WYCKE ST	Xfer to Medical
09/09/2020	2009090116	UNW	14:36:45	328 ROUNDHOUSE CREEK RD	Gone On Arrival
09/09/2020	2009090124	488	15:04:39	389 MAIN ST	Unable to Locate
09/10/2020	2009100012	RO	07:06:34	850 S WESTHAVEN DR	Gone On Arrival
09/10/2020	2009100132	PC	14:23:09	27 SCENIC DR	Cad Documentation Only
09/10/2020	2009100177	XFER	17:29:15	SEAWOOD DR/HIGHWAY 101	Xfer to CHP
09/10/2020	2009100187	415	19:05:29	PARKER CREEK DR/VIEW AVE	Unable to Locate
09/11/2020	2009110008	33X	02:16:54	201 MAIN ST	Billable Alarm
09/11/2020	2009110024	488	07:41:35	389 MAIN ST	Cad Documentation Only
09/11/2020	2009110056	INV	10:32:39	850 S WESTHAVEN DR	Pending Recontact From Rp
09/11/2020	2009110064	WELF	10:57:42	357 MAIN ST	Report Taken
09/11/2020	2009110089	HYPO	13:09:08	.PARK AND RIDE	Referred To Other Agency
09/11/2020	2009110178	FWKS	21:31:31	389 MAIN ST	Quiet on Arrival or Departur
09/12/2020	2009120004	MD	01:25:13	SCENIC DR	Agency Assist
09/12/2020	2009120030	INV	07:41:04	1446 ADAMS FOX FARM RD	Cad Documentation Only
09/12/2020	2009120039	THREAT	09:03:38	1 BAY ST	Cad Documentation Only
09/12/2020	2009120096	594	15:44:04	STAGECOACH/MARTIN CREEK	Pending Recontact From Rp
09/12/2020	2009120117	415	19:20:03	231 PARKER CREEK DR	Arrest Made
09/12/2020	2009120135	PC	21:05:55	122 MAIN ST	Not as Reported
09/12/2020	2009120145	33P	22:06:50	1364 STAGECOACH RD	Billable Alarm
09/13/2020	2009130036	INV	07:10:07	BIG LAGOON PARK RD	Cad Documentation Only
09/13/2020	2009130044	CAMP	08:43:07	MOONSTONE BEACH RD	Cad Documentation Only

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

Page 2

Incident Search Results

City is trinidad or trin, Date Between 9/7/2020 and 9/13/2020

09/14/2020

Date	Inc #	Type	Time	Location	Dispositio
09/13/2020	2009130049	XFER	09:18:03	357 MAIN ST	Xfer to Medical
09/13/2020	2009130078	415FAM	12:17:49	CLAM BEACH DR	Unable to Locate
09/13/2020	2009130091	911M	13:28:00	550 GALINDO ST	Accidental Dial
09/13/2020	2009130098	AVA	13:58:45	510 BIG LAGOON PARK RD	Marked For Abatement
09/13/2020	2009130102	PC	14:24:25	CLAM BEACH DR	Unable to Locate
09/13/2020	2009130142	XFER	20:20:01	PATRICKS POINT STATE PAR	Xfer to another agency

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

Page 1

Incident Search Results

City is trinidad or trin, Date Between 9/14/2020 and 9/20/2020

09/21/2020

Date	Inc #	Type	Time	Location	Dispositio
09/14/2020	2009140051	PARK	13:17:25	/UNKNOW ADDRESS	Referred To Other Agency
09/15/2020	2009150038	XFER	09:07:14	US HWY 101 OFF RAMP/PATR	Xfer to CHP
09/15/2020	2009150074	HAILED	12:12:27	STATE HWY 101/BIG LAGOON	Public Assist
09/15/2020	2009150086	FU	13:12:04	1872 PATRICKS POINT DR	Report Taken
09/15/2020	2009150106	XFER	14:47:01	US HIGHWAY 101	Xfer to Fire
09/15/2020	2009150177	XFER	22:10:07	1872 PATRICKS POINT DR	Xfer to Fire
09/15/2020	2009150178	WELF	22:39:14	732 UNDERWOOD DR	No Report
09/16/2020	2009160005	SUSPP	00:40:25	389 MAIN ST	Arrest Made
09/16/2020	2009160049	ANIMAL	09:23:24	3602 PATRICKS POINT DR	Public Assist
09/16/2020	2009160075	488	11:31:42	284 BIG LAGOON PARK RD	Report Taken
09/16/2020	2009160113	RABID	15:06:39	950 SCENIC DR	Public Assist
09/16/2020	2009160156	SUSPP	20:10:17	201 MAIN ST	Advised to Move Along
09/16/2020	2009160158	242	20:35:27	27 SCENIC DR	Report Taken
09/16/2020	2009160179	SUI	23:15:48	3633 PATRICKS POINT DR	No Report
09/17/2020	2009170017	XFER	04:25:00	27 SCENIC DR	Xfer to Fire
09/17/2020	2009170069	CIVS	11:18:53	27 SCENIC DR	Good Service
09/17/2020	2009170083	415	12:04:12	201 MAIN ST	No Report
09/17/2020	2009170084	33X	12:13:22	54 NORTH WEST HAVEN DR	Cancel Per Rp
09/17/2020	2009170187	33X	18:15:11	1211 SCENIC DR	Billable Alarm
09/17/2020	2009170197	WELF	19:41:53	201 MAIN ST	Not as Reported
09/17/2020	2009170229	ASSISTA	23:36:01	4150 PATRICKS POINT DR	Unable to Locate
09/18/2020	2009180002	XFER	00:01:51	MAIN ST/STATE HWY 101 ON	Unable to Locate
09/18/2020	2009180005	INV	00:22:32	27 SCENIC DR	No Report
09/18/2020	2009180016	TRF	03:21:11	6TH AVE/LOOP PL	Cited
09/18/2020	2009180027	33P	07:45:13	951 BAY ST	Cancel Per Rp
09/18/2020	2009180056	488	11:48:34	.TRINIDAD	Pending Recontact From Rp
09/18/2020	2009180079	XFER	14:16:31	STATE PARK RD	Public Assist
09/18/2020	2009180095	DISP	15:21:30	850 WESTHAVEN DR	Pending Recontact From Rp
09/18/2020	2009180112	INV	16:09:40	850 S WESTHAVEN DR	Pending Recontact From Rp
09/18/2020	2009180123	242	17:30:23	480 PATRICKS POINT DR	Pending Recontact From Rp
09/18/2020	2009180158	WELF	23:29:19	199 N WESTHAVEN DR	No Report
09/19/2020	2009190043	594	08:25:34	389 MAIN ST	Report Taken
09/19/2020	2009190109	XFER	16:16:24	US HWY 101 ON RAMP/TRINI	Xfer to CHP
09/19/2020	2009190131	459V	18:16:17	N/A	Scheduled Incident Created
09/19/2020	2009190133	459V	18:28:25	N/A	Scheduled Incident Created
09/19/2020	2009190140	XFER	19:40:38	864 EDWARDS ST	Xfer to Medical
09/19/2020	2009190143	DISP	19:52:58	SCENIC DR	Cad Documentation Only
09/20/2020	2009200013	TRF	02:10:19	SCENIC DR/MAIN ST	Cited
09/20/2020	2009200034	459V	08:00:09	N/A	Report Taken
09/20/2020	2009200035	459V	08:00:09	.LUFFENHOLTZ BEACH	Report Taken
09/20/2020	2009200037	INC	08:02:15	N WESTHAVEN DR	Pending Recontact From Rp
09/20/2020	2009200108	415	16:16:03	.PARKING LOT ON STAGECOA	Cad Documentation Only
09/20/2020	2009200122	PARK	17:20:49	OCEAN AVE/EDWARDS ST	Warned
09/20/2020	2009200157	DISP	20:42:25	201 MAIN ST	Cad Documentation Only

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

Page 1

Incident Search Results

City is trinidad or trin, Date Between 9/21/2020 and 9/27/2020

09/28/2020

Date	Inc #	Type	Time	Location	Dispositio
09/21/2020	2009210017	INV	04:27:40	101 MAIN ST	Not as Reported
09/21/2020	2009210069	WELF	10:47:10	201 MAIN ST	Public Assist
09/21/2020	2009210186	INFO	21:56:48	27 SCENIC DR	Cad Documentation Only
09/22/2020	2009220026	ASSISTA	04:37:56	NB101/WEST HAVEN	Cancel Per Rp
09/22/2020	2009220096	459V	13:23:34	1200 SCENIC DR	Cad Documentation Only
09/22/2020	2009220097	XFER	13:32:06	101 WESTGATE DR	Xfer to Fire
09/22/2020	2009220140	ANIMAL	18:12:43	PATRICKS POINT DR/STAGEC	Scheduled Incident Created
09/22/2020	2009220155	JUVU	20:11:36	27 SCENIC DR	Not as Reported
09/23/2020	2009230018	ANIMAL	07:00:18	PATRICKS POINT DR/STAGEC	Report Taken
09/23/2020	2009230097	459V	15:02:37	865 STAGECOACH RD	Online Report
09/23/2020	2009230104	FU	15:26:41	(UNKNOWN ADDRESS)	Cad Documentation Only
09/23/2020	2009230106	33X	15:30:42	806 EDWARDS ST	Non-Billable Alarm
09/23/2020	2009230107	CIVS	15:31:36	64 SCENIC DR	Negative Service
09/23/2020	2009230120	WELF	16:45:19	660 PATRICKS POINT DR	Public Assist
09/24/2020	2009240026	CIVS	07:14:37	64 SCENIC DR	Negative Contact Made
09/24/2020	2009240090	DISP	12:30:59	63 LUFFENHOLTZ RD	Cad Documentation Only
09/24/2020	2009240096	488	12:44:05	LUFFENHOLTZ RD	Report Taken
09/24/2020	2009240119	XFER	13:42:05	.HWY 101/PATRICKS POINT	Xfer to CHP
09/24/2020	2009240124	DUI	14:04:00	EDWARDS ST/TRINITY ST	Gone On Arrival
09/24/2020	2009240144	488	16:05:24	660 PATRICKS POINT DR	No Report
09/24/2020	2009240175	XFER	19:20:37	960 MAIN ST	Xfer to Fire
09/24/2020	2009240181	UNW	20:49:47	660 PATRICKS POINT DR	Warned
09/25/2020	2009250026	594	08:06:40	201 MAIN ST	Cad Documentation Only
09/25/2020	2009250129	CWS	14:33:45	199 N WESTHAVEN DR	Report Taken
09/25/2020	2009250131	ANIMAL	14:36:19	660 PATRICKS POINT DR	Negative Contact Made
09/25/2020	2009250137	WELF	14:57:12	389 MAIN ST	Cad Documentation Only
09/25/2020	2009250184	415	18:53:59	389 MAIN ST	Unable to Locate
09/26/2020	2009260128	XFER	18:39:09	27 SCENIC DR	Xfer to CHP
09/27/2020	2009270025	UNW	05:03:00	101 MAIN ST	Gone On Arrival
09/27/2020	2009270055	ASSISTP	10:07:43	1446 ADAMS FOX FARM RD	Pending Recontact From Rp
09/27/2020	2009270059	JUVL	10:47:15	4150 PATRICKS POINT DR	Cancel Per Rp
09/27/2020	2009270077	ASSISTP	13:07:04	1 BAKER RANCH RD	Cad Documentation Only
09/27/2020	2009270081	INFO	13:19:32	EDWARDS ST/TRINITY ST	Cad Documentation Only
09/27/2020	2009270082	SUSPP	13:21:51	201 MAIN ST	Unable to Locate
09/27/2020	2009270086	FU	13:41:02	199 N WESTHAVEN DR	Cad Documentation Only
09/27/2020	2009270096	ASSISTP	14:28:40	122 MOONSTONE BEACH RD	Cad Documentation Only
09/27/2020	2009270100	XFER	14:51:03	.STATE BEACH	Xfer to another agency
09/27/2020	2009270128	FWKS	17:05:52	122 MOONSTONE BEACH RD	Unable to Locate

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

Page 1

Incident Search Results
City is trinidad or trin, Date Between 9/28/2020 and 10/4/2020

10/06/2020

Date	Inc #	Type	Time	Location	Dispositio
09/28/2020	2009280040	415	09:32:41	201 MAIN ST	Gone On Arrival
09/28/2020	2009280063	XFER	11:13:32	4189 PATRICKS POINT DR	Xfer to Fire
09/28/2020	2009280094	SUSPC	13:29:43	201 MAIN ST	Unable to Locate
09/28/2020	2009280101	PED	14:01:20	201 MAIN ST	Field Interview
09/28/2020	2009280112	CIVS	14:53:57	(UNKNOWN ADDRESS)	Negative Contact Made
09/28/2020	2009280118	FU	15:16:01	BERRY LN/FRONTAGE RD	Field Interview
09/28/2020	2009280119	CIVS	15:23:56	64 SCENIC DR	Cad Documentation Only
09/28/2020	2009280174	415N	22:18:51	329 OCEAN AVE	Admonished
09/28/2020	2009280176	459	22:38:16	101 N WESTHAVEN DR	Arrest Made
09/29/2020	2009290058	ASSISTP	11:38:11	960 EDWARDS ST	Cad Documentation Only
09/29/2020	2009290104	CIVS	14:58:31	END OF QUARRY ROAD	Negative Service
09/29/2020	2009290148	603	20:31:38	100 MOONSTONE BEACH RD	Report Taken
09/30/2020	2009300026	ANIMAL	08:50:24	1498 ADAMS FOX FARM RD	Warned
09/30/2020	2009300089	ADMIN	14:42:21	199 N WESTHAVEN DR	Public Assist
09/30/2020	2009300108	415MW	15:50:57	560 EDWARDS ST	Non-Essential Response
09/30/2020	2009300148	SUI	20:51:47	201 MAIN ST	Report Taken
09/30/2020	2009300163	5150	23:37:26	27 SCENIC DR	Xfer to Medical
10/01/2020	2010010032	DISP	08:38:31	183 LANFORD RD	Cad Documentation Only
10/01/2020	2010010071	DUMP	10:42:15	201 MAIN ST	Cad Documentation Only
10/01/2020	2010010145	594	15:20:59	LUFFENHOLTZ RD	Report Taken
10/01/2020	2010010157	417	16:27:40	SCENIC/JNO BAKER BEACH	Cited
10/01/2020	2010010195	JUVU	21:11:53	335 WESTGATE DR	Unable to Locate
10/02/2020	2010020120	XFER	14:48:46	101 WESTGATE DR	Xfer to Medical
10/02/2020	2010020141	UNW	16:37:40	607 PARKER ST	Admonished
10/03/2020	2010030012	VEHI	01:42:25	SCENIC DR	Field Interview
10/03/2020	2010030017	BUS	02:52:50	27 SCENIC DR	Cited
10/03/2020	2010030065	459V	12:11:59	475 ADAM FOX FARM	Report Taken
10/03/2020	2010030071	CIVS	12:31:53	END OF QUARRY RD	Negative Service
10/03/2020	2010030088	ASSISTA	13:53:22	27 SCENIC DR	Agency Assist
10/03/2020	2010030107	594	16:06:11	N/A	Report Taken
10/03/2020	2010030113	XFER	16:44:14	PATRICKS POINT DR	Xfer to CHP
10/03/2020	2010030139	PC	19:26:40	MARTIN CREEK TRAIL HEAD	Unable to Locate
10/04/2020	2010040011	XFER	01:40:33	1116 STAGECOACH RD	Xfer to Medical
10/04/2020	2010040030	SUSPC	08:26:47	MOONSTONE BEACH RD	Gone On Arrival
10/04/2020	2010040039	ASSISTP	09:12:35	SCENIC DR	Pending Recontact From Rp
10/04/2020	2010040111	PROPF	18:39:10	N/A	Scheduled Incident Created



CONSENT AGENDA ITEM 4

SUPPORTING DOCUMENTATION ATTACHED

4. Resolution 2020-18: Local Roads Safety Plan & Application

AGENDA ITEM

Date: October 13, 2020

Local Road Safety Plan Application and Funding

Caltrans is offering grant funding for development of a Local Road Safety Plan (LRSP). The LRSP development process provides a framework for organizing safety partners and other stakeholders to identify, analyze and prioritize roadway safety improvements on local and rural roads. Beginning in April 2022, a Caltrans compliant LRSP will be required to receive Highway Safety Improvement Program funding.

The City received an allocation of \$13,500 in January that will partially fund the City's LRSP. Up to \$40,000 in additional funding is available so staff is preparing an application to cover the remaining costs. Caltrans LRSP funding pays no more than 90% of the project cost, so the City could anticipate approximately \$4,500 - \$6,000 to complete the plan. The City will have three years to complete the LRSP.

Staff Recommendation:

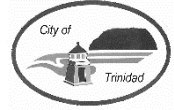
Pass Resolution 2020-18 to authorize the City Manager and/or Mayor to execute LRSP funding documents for up to \$53,500 in Caltrans LRSP funding and committing up to \$6,000 in match.

Alternative to staff resolution:

- Develop a Local Road Safety Plan with City funding only. This would have a greater fiscal impact but having an LRSP would maintain the City's eligibility for federal Highway Safety Improvement Program (HSIP) funding.
- Take no action to develop a Local Road Safety Plan or to request or receive Caltrans LRSP funding. Beginning in April 2022, without an LRSP, the City would not be eligible to receive federal HSIP funding.

Attachments:

- Resolution 2020-18
- LRSP Funding Application
- LRSP Information Sheet



RESOLUTION 2020-18

A RESOLUTION OF THE TRINIDAD CITY COUNCIL AUTHORIZING THE CITY MANAGER AND THE MAYOR TO SIGN FUNDING AGREEMENTS FOR CALTRANS FUNDING FOR A LOCAL ROAD SAFETY PLAN

WHEREAS, the City of Trinidad is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

WHEREAS, the process of preparing a Local Road Safety Plan (LRSP) creates a framework to systematically identify and analyze safety problems and recommend safety improvements. Preparing an LRSP facilitates the development of local agency partnerships and collaboration, resulting in a prioritized list of improvements and actions.

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Trinidad hereby authorizes the City Manager and Mayor to sign on the City of Trinidad's behalf to execute Local Road Safety Plan Program Supplemental Agreements, Allocation Requests, Finance Letters and/or Fund Transfer Agreements and any amendments thereto with California Department of Transportation.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Council approves up to \$6,000 (10%) in local funds to match up to \$53,500 in Caltrans LRSP funding to complete a Local Road Safety Plan.

PASSED AND ADOPTED BY THE TRINIDAD CITY COUNCIL of Humboldt County of the State of California this October 13, 2020.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the Trinidad City Council by the following vote:

PASSED, APPROVED AND ADOPTED this 13th October, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Gabriel Adams
Trinidad City Clerk

Steve Ladwig
Mayor

Local Roadway Safety Plan (LRSP) Funding Application Form

Please read the instructions prior to filling in this form.

Please complete this form and submit it by email to HSIPDoNotReply@dot.ca.gov.

Date:

Applicant:

Agency (Applicant):

Please enter if your agency is not in the list. Lead agency if the proposed LRSP covers multiple jurisdictions.

County:

Caltrans District:

Contact Information:

Contact Name:

Title:

Phone:

Email:

This email will be used for future correspondence.

Address:

General Information and Funding:

Agency or agencies covered by the LRSP:	City of Trinidad
Population:	357
Centerline Miles:	2.8
Lane Miles:	5.8
Maximum LRSP Amount Allowed for this application (calculated)*:	\$40,000
Total Project Cost:	\$44,500
LRSP Funds Requested: (max. 90% of Total Project)	\$40,000
Local Funds: (min. 10% of Total Project Cost)	\$4,500

* Please refer to the application form instructions for how the maximum LRSP amount allowed for this project is determined based on the population, the centerline miles and the lane miles provided above.

1. Describe the scope of work the LRSP is expected to accomplish.

The City of Trinidad will work with stakeholders to develop a Local Road Safety Plan to take a full 4-E approach (Engineering, Enforcement, Education, and Emergency Services) to road safety targeting systemic improvements as well as site specific safety improvements. The LRSP Project scope will include: 1) establishing a safety partner work group to develop vision, goals, process; 2) review and summarize data on crash, traffic, roadway diversions, road maintenance and law enforcement; 3) Identify priorities and establish emphasis areas with goals and strategies to address each emphasis area and how to implement; 4) develop assessment method to evaluate success, ensure implementation and determine when plan needs to be updated.

2. Please enter here if you would like to provide any additional information or if you have comments.

Signature

Local Agency Project Manager (print):

Rebecca Price-Hall

Title:

Project and Grant Administrator

Digital Signature*:

Date:

Oct 13, 2020

* Click on the signature box to sign digitally.

If the digital signature does not work for you, please print this page, sign and submit the scanned signature page (as a separate file) together with the completed application form.

Application submittal

Once the form has been completed, please submit it by email to HSIPDoNotReply@dot.ca.gov.

Note: Please submit the completed application form **in its original format**. Do not scan the completed application form or modify its format. The form will be used to export data.

Local Road Safety Plan (LRSP)

<https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/local-roadway-safety-plans>

1. What is an LRSP?

Federal regulations require each State has a Strategic Highway Safety Plan (SHSP). An SHSP is a statewide data-driven traffic safety plan that coordinates the efforts of a wide range of organizations to reduce traffic accident fatalities and serious injuries on all public roads. In coordination with federal, state, local and private sector safety stakeholders, the SHSP establishes goals, objectives, and emphasis (or challenge) areas. The SHSP address the 4Es of traffic safety: Engineering, Enforcement, Education, and Emergency Services.

While the SHSP is used as a statewide approach for improving roadway safety, A Local Road Safety Plan (LRSP) can be a means for providing local and rural road owners with an opportunity to address unique highway safety needs in their jurisdictions while contributing to the success of the SHSP. The process of preparing an LRSP creates a framework to systematically identify and analyze safety problems and recommend safety improvements. Preparing an LRSP facilitates the development of local agency partnerships and collaboration, resulting in a prioritized list of improvements and actions that can demonstrate a defined need and contribute to the statewide plan. The LRSP offers a proactive approach to addressing safety needs and demonstrates agency responsiveness to safety challenges.

An LRSP provides a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on local and rural roads. The process of developing an LRSP can be tailored to local protocols, needs, and issues.

2. LRSP requirement for future Highway Safety Improvement Program (HSIP) cycles

In the future HSIP Calls-for-Projects, an LRSP (or its equivalent such as Systemic Safety Analysis Report (SSAR) or Vision Zero Action Plan) will be preferred or required for an agency to be eligible to apply for federal HSIP funds:

- HSIP Cycle 10 (around April 2020): an LRSP (or its equivalent) will be highly recommended but not required for an agency to apply;
- HSIP Cycle 11 (around April 2022) and on: an LRSP (or its equivalent) will be required for an agency to be eligible to apply.

State funding will be available soon to local agencies for developing their LRSPs. Please visit this website for continuous updates.

3. Useful documents and links:

- [National Association of County Engineers \(NACE\) – A Template for Local Roadway Safety Plan \(Word File\)](#)
- [FHWA - Local and Rural Road Safety Briefing Sheets: Local Road Safety Plans](#)
- [FHWA - Developing Safety Plans: A Manual for Local and Rural Road \(2012\)](#)
- [FHWA – Local and Rural Road Safety Program](#)
- [California's Strategic Highway Safety Plan \(SHSP\)](#)



CONSENT AGENDA ITEM 5

SUPPORTING DOCUMENTATION ATTACHED

5. CIRA-JPA Agreement and Bylaws

CONSENT AGENDA ITEM

Date: Tuesday, October 13, 2020

Item: Discussion and adoption of Joint Powers Agreement and Bylaws for California Intergovernmental Risk Authority, which permits the merger of Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund.

RECOMMENDED ACTION: Adopt Joint Powers Agreement and Bylaws for the California Intergovernmental Risk Authority, which permits the merger or joining of the Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund.

BACKGROUND: Rather than purchase commercial insurance through a commercial insurance carrier, the City of Trinidad participates in an intergovernmental arrangement through which a group of cities and towns (referred to as the members) contribute to a shared fund that pays for liability and workers' compensation claims and provides risk management services. That fund is often commonly referred to as a pool. Pools are empowered to exist through the sections of the California Government Code known as joint powers authority (JPA), which allow two or more like entities to pool funds to pay for claims.

Our pool functions as an extension of the City of Trinidad and is governed by a board of directors comprised of members in the pool.

Public entity pools are fundamentally different from conventional insurance. The primary purpose of any public entity pool is to manage and reduce underlying risks to the benefit of public entity members and the public at large. Conventional insurers exist primarily to finance losses, while public pools are collaborating partners that help public entities create, foster, and manage safe environments in order to minimize personal, physical, and property damages and losses.

ANALYSIS: The Redwood Empire Municipal Insurance Fund (REMIF) is a public entity pool representing 15 small to medium sized cities/towns. It was formed in 1976 with a mission to provide workers' compensation coverage in response to increasing and unaffordable commercial rates. Coverage was expanded in the mid-1980s to include liability coverage and other services. Other lines of coverage have been added since that time, which are outlined further below.

The Public Agency Risk Sharing Authority of California (PARSAC) is a public entity pool representing 34 small to medium sized cities/towns and one fire district. It was formed in 1986 with a mission to provide liability coverage in response to the insurance crisis that eliminated commercial coverage for cities. Coverage was expanded in 1990 to include workers' compensation coverage and other services. Other lines of coverage have been added since that time, which are outlined further below.

PARSAC and REMIF provide a pooled liability program, pooled workers' compensation program, and coverage for group purchased property, Board of Directors public officials' errors and omissions, auto physical damage, special events, fidelity bonds, cyber liability and other ancillary benefits.

REMIF has a pooled medical/health program.

Through PARSAC's fiscally conservative approach, their liability and workers' compensation programs are funded in excess of the 90% confidence level.

Both pools focus on managing and maintaining a financially stable risk sharing pool for members, and the board of directors have a conservative funding and investment philosophy. They share a similar philosophy to

embrace diverse opinions, have discussions that are constructive and collaborative, encourage participation from the members, balance member interests with those of the pool and work together towards a greater good.

Both pools also share a similar culture in that the pool is member owned, member governed, member driven and exists to serve its members. The organizations are also similar in that they serve small to medium sized cities/towns, and share a similar footprint in Northern California, while PARSAC has presence throughout the State.

A comparison matrix of the lines of coverage and services offered by both pools are attached to this staff report.

Given the similarities between the two agencies, REMIF and PARSAC explored a strategic partnership, which ultimately led to a proposed merger between the two organizations. Rather than one pool merging into the other, the Board of Directors for the pools directed the creation of a new pool (called the California Intergovernmental Risk Sharing Authority or CIRA). There will be great benefits in sharing resources, sharing expenses and drawing on strengths. Benefits also include succession planning, more robust, stable programs, shared training resources, long term program sustainability, and eliminating redundancies. While a merger could have realized savings to the members of both pools, the intent of a merger between PARSAC and REMIF is to have long term stability, sustainability and adding depth and breadth to the agencies, with the singular goal of better serving our members.

After over a year of in-depth analysis of such a merger, the Board of Directors for both pools directed the merger of the organizations, effective 07/01/21, creating a new pool, CIRA. To proceed, the individual members must seek adoption of the CIRA agreements, attached hereto. Council is asked to adopt the CIRA Joint Powers Agreement and Bylaws, and further direct staff to work with the CIRA on steps necessary to complete the merger.

FISCAL IMPACT:

The merger will consolidate the operations and expenses of both pools. CIRA will work towards eliminating redundant expenses which will lower long term operating costs. Consolidating operations will also achieve greater economies of scale, improve service deliver, and CIRA will be in better position to leverage its larger size for better services, rates and coverage with service providers and excess insurers. A larger organization will also result in more predictable funding and reserving forecasts (with more available data), which reduces the likelihood of future assessments. The merged organization will be more fiscally viable and provide greater long term stability and sustainability.

Attachments: California Intergovernmental Risk Authority Joint Powers Agreement

**BYLAWS
of the
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY**

**ARTICLE I.
PREAMBLE**

The California Intergovernmental Risk Authority ("CIRA" or "the Authority") is established for the purposes and under the authorities described in its Joint Exercise of Powers Agreement ("Agreement"). The Agreement specifies that Bylaws will govern many of the operations of the Authority, and defines certain terms used in these Bylaws.

**ARTICLE III.
NEW MEMBERS**

Any California public agency that provides municipal services may become a Member of the Authority by agreeing to be bound by the Governing Documents and by complying with all of the following requirements:

- A. Submit a completed application for membership 90 days before the start of the fiscal year, including any required application fee;
- B. Submit a signed resolution acknowledging participation under the terms and conditions which then prevail;
- C. Execute the Agreement then in effect and agree to be bound by any subsequent amendments to the Agreement;
- D. Agree to be a Member for at least five consecutive fiscal years after commencement of membership or, if a member of the Public Agency Risk Sharing Authority of California (PARSAC) or the Redwood Empire Municipal Insurance Fund (REMIF) as of June 30, 2021, for two fiscal years after that date;
- E. Be accepted for membership by a two-thirds vote of the Board of Directors;
- F. Appoint, in writing, a representative to act as Director on the Authority's Board and another to act as alternate Director in the absence of the Director, who shall be officers or employees of the Member; and
- G. Ensure the Director and alternate Director file with the Authority the required Fair Political Practices Commission (FPPC) forms upon assuming office, annually, and upon termination of office.

Before the Board votes on a potential Member's application, there shall be a review and interview of the applicant, in accordance with the Underwriting Guidelines, including the applicant's most recent audited financial statement and associated management letters. This review may also include a safety inspection of the facilities of the applicant. A two-thirds vote of the Board of Directors is required to approve the

application, based upon the application, and any inspections, reports, or other material pertinent to the decision.

ARTICLE IV. MEMBER RESPONSIBILITIES

Each Member is responsible for the following:

1. Cooperation with the Authority, its insurers, adjusters and legal counsel in determining the cause of losses in settling claims, and supporting effective risk management and risk transfer decisions;
2. Timely payment of all contributions, assessments, interest, penalties, or other charges imposed consistent with the Governing Documents;
3. Providing the Authority with statistical and loss experience and other data as requested.
4. Execution of a membership resolution for each Program in which the Member participates.
5. Appointing a representative and alternate to represent the Member on the Authority's Board, expressly authorizing such representatives to act on behalf of the Member on all matters coming before the Board, and assuring that its representative or alternate regularly attend meetings of the Board and any committee to which a representative has been appointed.
6. Execution of amendments to this Agreement as set forth in Article XV; provided, however, the Member may, by resolution or ordinance, authorize its representative on the Board to approve and execute amendments on behalf of the Member without the necessity of a resolution or ordinance of the legislative body of the Member confirming or ratifying such amendment.
7. As required by the Authority, undertake risk management audits of its facilities and activities, conducted by a person and/or firm approved by the Authority and provide evidence of correction, elimination and/or clarification of all noted deficiencies or recommended corrections to the satisfaction of the Authority.
8. Use of an Authority-approved third-party claims administrator.
9. Payment for the costs of staffing and supporting the Authority ("general expenses") shall be funded by the Members in accordance with the Board's allocation of general expenses to the Authority's various Programs.

ARTICLE V. GOVERNING BOARD

- A. The governing body of the Authority shall be the Board of Directors (Board). The Board shall be comprised of one Director from each Member. Each Director has one vote. An alternate Director may cast a vote only in the absence of the Director. Each Director and alternate Director must be an officer or employee of the Member. A Member may change any of its representatives to

the Board only by written notification to the Authority from the Member's governing body or the Member's Chief Executive Officer or equivalent.

- B. The Board shall provide policy direction for the General Manager, the Executive Committee, any other standing committees, and any administrative or legal service providers to the Authority. The Board may delegate any or all of its responsibilities, except those requiring a vote by the Board as specified in the Governing Documents.
- C. As to Program-specific agenda items, only the Directors representing Members that participate in that Program may vote, and as to such items a quorum shall be determined by reference to the number of Members participating in the Program. As to agenda items relating to all liabilities and obligations of CIRA existing prior to the Effective Date ("Preexisting Obligations"), only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.
- D. The Board reserves unto itself the authority to do the following (except where specifically noted, a simple majority of the Board present at a meeting may take action):
 - 1. Accept a new Member to the Authority (two-thirds vote of the Board);
 - 2. Accept indebtedness (two-thirds vote of the entire Board);
 - 3. Adopt a budget;
 - 4. Amend these Bylaws;
 - 5. Elect and remove Officers;
 - 6. Expel a Member from the Authority (two-thirds vote of the Board);
 - 7. Approve dissolution of Authority (two-thirds vote of the entire Board); and
 - 8. Approve financing costs from one Program to another (Program to Program borrowing) if such financing extends beyond a twelve-month period.
- E. The Board will meet at least once a year to review the operations of the Authority. The Board will establish a time and place to hold such regular meetings. The Board Secretary will mail notices of all Board meetings to each Member, keep minutes of the meetings, and send copies of such minutes to the Members.
- F. A special meeting may be called by the president or by a majority of the Board with twenty-four (24) hours' notice, stating the purpose, date, time, and place of the meeting, provided such notice is in writing.
- G. Every Member is expected to have its Director or alternate attend Board meetings.

- H. All meetings of the Board shall be conducted in accordance with the Ralph M. Brown Act (Government Code §54950 et seq.)
- I. A quorum shall consist of a majority of the Directors then appointed and serving, without counting vacancies. All matters within the purview of the Board may be decided by a majority vote of a quorum of the Board, except as specified otherwise in the Governing Documents.

ARTICLE VI. OFFICERS

- A. The officers of the Authority shall consist of a President, a Vice President, a Treasurer, an Auditor/Controller, and a Secretary. The Board shall elect the President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be directors on the Board. The Treasurer may be a Director, an employee of the Authority, or an employee of a Member, and if the Treasurer is an employee of a Member the employee need not be the Member's designated representative on the Board. The General Manager shall serve as Secretary.
- B. Initial officers shall serve staggered terms with the President and Treasurer serving a two-year term and Vice President and Auditor/Controller serving a one-year term. The terms of office for subsequent officer elections shall be two years. The President and Auditor/Controller will be elected in odd-numbered years and the Vice President and Treasurer will be elected in even-numbered years.
- C. Initial officers (other than the Secretary) shall be elected at the first meeting of the Board of Directors. At least 30 days before each subsequent election, the President may appoint a nominating committee as set forth in these Bylaws or propose a slate informally.
- D. The nominating committee's nomination of candidates for elected officer positions shall be made in writing, and the slate of nominees will be sent to each Member at least seven (7) days before the last regular Board meeting of the fiscal year. Additional candidates for any of the offices may be made by an open nomination and second from the floor at the time of the meeting.
- E. The election of officers will be held at the last regular Board meeting of the fiscal year in which their terms expire or at a special meeting called for that purpose. Those candidates receiving a majority of votes cast for each office will succeed to those offices. If no nominee receives a majority of the vote, the nominee with the least votes shall be deleted as a nominee and a new vote taken. This elimination process will continue until one nominee receives a majority vote. Each Director or, in the absence of that Director, the Director's alternate, shall be eligible to vote.
- F. Each elected officer will serve until the next election of officers, or termination of his or her employment with the Member, or until removal from office by a majority vote of the Board, whichever is earliest.
- G. The Board shall make the appointment to a vacancy in the office of the President. Vacancies in any other office shall be filled by appointments by the President with ratification by the Board at

the next Board meeting held after the vacancy occurs. In the event that the Board fails to ratify an appointment, the President shall make another appointment which will be subject to ratification by the Board.

- H. The President shall preside at all meetings of the Authority. The President shall, with the consent of the Board or Executive Committee, appoint representatives to the board of any joint powers authority of which the Authority is a Member, and shall make all Committee appointments with the exception of the Executive Committee. The President shall execute documents on behalf of the Authority as authorized by the Board and shall serve as the primary liaison between the Authority and any other organization. The President shall serve as a member of the Executive Committee and as a nonvoting ex-officio member of all other Committees.
- I. In the absence or temporary incapacity of the President, the Vice-President shall exercise the functions of the President. The Vice-President shall serve as member of the Executive Committee and as a nonvoting ex-officio member of all other committees when the President is unable to attend.
- J. The Auditor/Controller shall be responsible for the duties and functions prescribed by Government Code Section 6505.6, as well as any other duties as may be specified by the Board or the Executive Committee. The Auditor/Controller may appoint an assistant to serve as needed, provided such assistant shall not be an employee or public official of the same Member as the Auditor/Controller. In the absence of both the President and Vice President at any one meeting, the Auditor/Controller shall preside over that meeting only and shall have powers and duties as may be required by the Board for this purpose. If the President, Vice-President, and Auditor/Controller will be absent from any one meeting, any of them may designate a director to preside over the meeting, but the designated director shall have only the powers and duties as may be required by the Board for this purpose.
- K. The Secretary shall be responsible for preparing all minutes and agendas of the Board, the Executive Committee, and any other Committee meetings, preparing necessary correspondence, and maintaining files and records.
- L. The Treasurer shall have no vote on the Board or Executive Committee unless the Treasurer is a designated representative of a Member to the Board. The Treasurer shall have the responsibility to establish and maintain such funds and accounts as may be required by accepted accounting practices and procedures prescribed by the Government Accounting Standards Board and by the Board. Separate accounts shall be established and maintained for each Program Year of each Program. Books and records of the Authority in the hands of the Treasurer or other designated person shall be open to inspection at all reasonable times by members of the Board or authorized representatives of the Members. The Treasurer shall disburse Authority funds, accounts, and property, in accordance with the Government Code and at the direction of the Board.
- M. An Officer Emeritus is a retired or former member of the Authority's or REMIF's Executive Committee or Board of Directors, preferably an Officer, having served three terms or more on the Executive Committee or six years on the Board for each agency. The Officer Emeritus serves to maintain the institutional knowledge, culture, and practice of CIRA. The Officer Emeritus is

independent and does not represent any Member. The Officer Emeritus attends and may participate in meetings but does not vote. The Officer Emeritus may represent CIRA as directed and may serve as a mentor or advisor as needed and available. The Officer Emeritus receives a stipend as determined by the Board via resolution and reimbursement for reasonable travel expenses. The Executive Committee shall appoint up to two Officers Emeritus to be affirmed by the Board. The Officer Emeritus position will be re-evaluated by the Board after five years.

ARTICLE VII. COMMITTEES

- A. Executive Committee. There shall be an Executive Committee to conduct the day-to-day business of the Authority. The Board may create other committees, standing or temporary, as it deems necessary.
- B. All committee meetings shall be conducted in accordance with applicable law, including but not limited to the Ralph M. Brown Act (Government Code § 54950, et seq.). For all committees, a quorum shall consist of a majority of committee members then appointed and serving, without counting vacancies. All matters within the purview of a committee may be decided by a majority vote of a quorum of the committee, except as specified otherwise in the Governing Documents.
- C. The Executive Committee shall be composed of thirteen members including the President, Vice-President, Treasurer (if a Board Member), and Auditor/Controller, and nine (or ten, if necessary) other individuals, all of whom must be Directors and not alternates. Five of the nine shall be elected by the Board in even numbered years and four (or five, if necessary) shall be elected by the Board in odd numbered years. One each shall be elected by the Directors in each of three regions designated by the Board. One each shall be elected by the Directors in each of three size categories (small, medium, and large) designated by the Board. Three (or if necessary four) shall be elected at large. Executive Committee members may be re-elected without restriction. All nine shall be elected in the first election following adoption of these Bylaws, with either four or five being designated to serve an initial term of one year until the next election depending on whether the next year is odd or even. For the first two elections after these Bylaws become effective on July 1, 2021, at least five members of the Executive Committee shall be from former members of the Redwood Empire Municipal Insurance Fund. No Member shall be represented by more than one member on the Executive Committee.
- D. Members of the Executive Committee may be removed with or without cause by the Board, which shall elect replacements for the vacancies caused by such removal. Members may also be removed for failure to attend two consecutive meetings without reasonable excuses. The President may appoint replacements to fill any vacancies caused by death, disability, resignation, disqualification, or removal for unexcused absences, and such appointees shall serve until the next meeting of the Board, at which time the selection of replacement shall be ratified or another replacement elected.
- E. The Executive Committee may exercise all powers and authority of the Board, except those reserved to the Board as set forth in Article V.D. The Executive Committee may make recommendations to the Board on matters including a change in Members' retention levels, approval of the annual budget, and approval of new Members. The Executive Committee may also establish subcommittees, define their functions and responsibilities and appoint members

to them; appoint or terminate the General Manager; and exercise such other powers and perform such other duties as these Bylaws or the Board may prescribe.

- F. PARSAC Committee. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations.
- G. Personnel Committee. The Officers (not including the Secretary or any Treasurer who is not a Director) and two other Directors appointed by the President (three if the Treasurer is not a Director) shall serve collectively as the Personnel Committee, with the authority to oversee, review and recommend action to be taken by the Executive Committee regarding the performance and compensation of the General Manager and any other personnel issues.

ARTICLE VIII. GENERAL MANAGER

- A. The General Manager shall be the Chief Administrative Officer and Secretary of the Authority, appointed by the Board and serving at the pleasure of the Board. The General Manager may not be an employee or an officer of a Member.
- B. The General Manager shall be responsible for administering the operations of the Authority, including giving notices of meetings, posting of agendas for meetings, preparation of minutes of meetings, maintenance of all accounting and other financial records of the Authority, filing of all financial reports of the Authority, reporting activities of the Authority to Members, and other such duties as the Board may specify.
- C. The General Manager shall appoint all staff positions of the Authority, subject to budget approval by the Board, and shall be responsible for their supervision.
- D. The General Manager shall attend all meetings of the Board and Executive Committee

ARTICLE IX. SETTLEMENT OF CLAIMS

- A. The General Manager shall have authority to settle workers compensation, property and liability claims up to the limit specified by Board policy but not to exceed the actual amount of the claim. The Executive Committee, Board, or a designated claims committee, if appointed, shall have authority to settle claims beyond the authority of the General Manager.
- B. For workers' compensation claims, staff has standing authority to pay benefits due under workers' compensation law for medical benefits, temporary disability, etc. and to resolve permanent disability claims up to statutory requirements. Any settlements for permanent disability and/or a compromise and release exceeding the statutory requirements may be settled by the General Manager, or by the Executive Committee or Board for amounts in excess of the General Manager's authority up to the Authority's limit of coverage.

**ARTICLE X.
FINANCIAL AUDIT**

- A. The Auditor/Controller shall cause an annual audit of the financial accounts and records of the Authority to be made by a qualified, independent individual or firm. The minimum requirements of the audit shall be those prescribed by law.
- B. The financial audit report shall be filed with the State Controller's Office within six months of the end of the fiscal year under examination. A copy of the audit report shall be filed as a public record with each Member.
- C. The costs of the audit shall be charged against the operating funds of the Authority.

**ARTICLE XI.
FISCAL YEAR**

- A. The fiscal year of the Authority shall be the period from July 1 of each year through June 30 of the subsequent year.

**ARTICLE XII.
BUDGET**

- A. A draft budget shall be presented to the Board at the last scheduled Board meeting prior to July 1 of the next fiscal year.
- B. The Board shall adopt the annual budget by July 1 of each year.

**ARTICLE XIII.
ESTABLISHMENT AND ADMINISTRATION OF FUNDS**

- A. The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the subject, particularly Section 6505 of the Government Code. The Treasurer shall receive, invest, and disburse funds only in accordance with procedures established by the Board and in conformity with applicable law.
- B. The funds received for each Program shall be accounted for separately on a full-accrual basis. The portion of each Program's annual contribution allocated for payment of claims and losses shall be held by the Authority in trust for the Program members.
- C. The Treasurer may invest funds not required for the immediate operations of the Authority, as directed by the Board or Executive Committee, in the same manner and on the same conditions as local agencies as provided by Government Code Section 53601.
- D. The General Manager shall draw warrants to pay demands against the Authority, after such demands have been approved by both the President and the Treasurer, except for employee payroll and benefits disbursements, and other unusual or urgent circumstances as determined

by the General Manager. All checks disbursing funds of the Authority shall be signed by at least two Authority officials, one of whom must be the General Manager or designee.

- E. Officers, directors and employees handling funds shall be properly bonded as determined by the Board or Executive Committee.

ARTICLE XIV. PROGRAMS

- A. The Authority shall establish Programs in such areas as the Board may select including, but not limited to, the areas of property, workers' compensation, and liability coverage.
- B. Coverage in a Program may be provided by a self-funded risk-sharing pool, participation in pooled excess self-insurance, purchased insurance, reinsurance or any combination thereof, as determined by the Board or Executive Committee.
- C. The Authority may authorize and use administrative funds to study the feasibility and development of new Programs. If a new Program is approved by the Board, the estimated contributions to fund the Program shall be developed and presented in writing to each Member. Each Member shall have sixty (60) days from the date of such notice to state in writing its intent to join or refrain from joining the new Program. Unless the Member provides written notice to the Authority of its intent to participate in the new Program, it shall be presumed that the Member declines to participate in the Program. Upon conclusion of the notice period, the final contributions will be determined and billed to the Members in the new Program. Each Member that elected to participate will be bound to the new Program for the period of time required by the Master Program Document.
- D. The Board will adopt and maintain a Memorandum of Coverage and Master Program Document, and determine the financial contributions to be required of the Members for each Program. The Memorandum of Coverage or Master Program Document shall, among other things, establish procedures for addressing claims disputes.
- E. Each Program will be financially self-contained and individually evaluated for administrative and equity allocation purposes. Each fiscal year within each Program shall be separately accounted and maintained. Program funds may be co-mingled with the funds of another Program for durations shorter than a twelve-month period, or when specifically allowed by the Board.
- F. Each Member shall cooperate fully with the Authority to provide underwriting and safety and loss control information. Additionally, each Member shall comply with the provisions of the annual Safety and Loss Prevention Program Plan as approved by the Board.
- G. Members with delinquent amounts due may be assessed a penalty which shall be set by the Authority.
- H. The condition of each Program shall be evaluated by an independent actuary. The Workers' Compensation and Liability Programs shall receive such evaluation on an annual basis. Other Programs shall be evaluated as determined by the Board. The condition of each open fiscal year within each such Program shall be evaluated to determine its actuarial soundness. If it is

determined by the actuary that any year is no longer actuarially sound, appropriate actions shall be taken. In addition, the Board reserves the right to assess all Members and/or the Members of any Program an amount determined by the Board to be necessary for the soundness of the Program and to allocate such assessment in a fair and equitable manner.

- I. The withdrawal or expulsion of a Member from any Program shall be in accordance with the provisions of the Master Program Document.
- J. The withdrawal or expulsion of any Member from any Program shall not terminate the Member's responsibility to contribute its share of contributions, or funds, to any fund or Program in which it participated, nor its responsibility to provide requested data for the periods in which it participated. All current and past Members shall be responsible for their respective share of the expenses, as determined by the Authority, until all claims, or other unpaid liabilities covering the period of the Member's participation in the Program, have been finally resolved and a determination of the final amount of payments due by, or credit to, the Member for the period of its participation has been made by the Board. Past Members shall receive any distribution of surplus based on the same methodology as current Members. The withdrawal or expulsion of any Member from any Program shall not require the repayment or return to that Member of all or any part of any contributions, payments, advances, or distributions except in conformance with the provisions as set forth herein and in the Master Program Document.
- K. The Treasurer may deposit and invest Authority funds, subject to the same requirements and restrictions that apply to deposit and investment of the general funds of a city incorporated in the State of California and in accordance with the Investment Policy adopted annually by the Board.
- L. The accounting method for each Program will be in accordance with the provisions of the Master Program Document and the principles established by the Government Accounting Standards Board.

**ARTICLE XV.
WITHDRAWAL, DEFAULTS AND EXPULSION FROM THE AUTHORITY**

- A. Withdrawal from a Program
 - 1. Any Member which withdraws as a participant in any Program may renew participation in that Program by complying with all Program rules and regulations.
 - 2. All Members must participate in at least one of the following two Programs: Workers' Compensation and Liability. If withdrawal from a Program would result in the Member no longer participating in either of these two Programs, then such withdrawal shall constitute withdrawal as a party to the Joint Powers Agreement, subject to the Member's continuing obligations outlined in this Agreement and any other relevant governing documents. Withdrawal from the Authority pursuant to this Section A requires one year's notice of intent to withdraw as described in Section B below.

B. Withdrawal from the Authority

1. A withdrawing Member must notify CIRA of its intention to withdraw at least one year prior to the end of the fiscal year in which the Member intends to withdraw, unless a shorter withdrawal period is approved by the Executive Committee, in its sole discretion.
2. Withdrawing Members shall forfeit any remaining equity. In addition to foregoing equity, withdrawing members shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services, financial audits, and claims administration. The withdrawing member will be invoiced its portion of the administrative fee for each of the three years, as outlined in the Master Program Document.
3. Following withdrawal, any Member which was a participant in any Program shall be responsible for its share of any additional amount of contribution, determined by the Board in accordance with the retrospective contribution adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the withdrawn Member's period of participation. Any such additional contribution shall be taken first from the Member's forfeited equity, if any, and if such equity is insufficient the withdrawn Member shall be responsible to pay the difference.
4. A notice of intent to withdraw may be rescinded in writing with Executive Committee consent at any time earlier than ninety (90) days before the expiration of the withdrawal period, except that any withdrawal approved by the Executive Committee upon less than six (6) months' notice shall be final.

C. The following shall be "defaults" under the Agreement and these Bylaws:

1. Failure by a Member to observe and/or perform any covenant, condition, or agreement under the Governing Documents, including but not limited to risk management or loss reporting procedures;
2. Consistent failure to attend meetings by a Member's designated representative or alternate, submit requested documents, or cooperate in the fulfillment of the Program objectives;
3. Failure to pay any amounts, including penalties and interest, due to the Authority for more than thirty (30) days;
4. Consistent inability to sustain the financial and insurance criteria that was reviewed and considered upon application for membership. For example, excessive losses, financial distress of member, handling of legal matters, corrective actions and other areas as determined by the Board;

5. The filing of a petition applicable to the Member in any proceedings instituted under the provisions of the Federal Bankruptcy Code or under any similar act which may hereafter be enacted; or
6. Any condition of the Member which the Board believes jeopardizes the financial viability of the Authority.

C. Remedies on Default

1. Whenever any default has occurred, the Authority may exercise any and all remedies available pursuant to law or granted pursuant to the Agreement and these Bylaws including, but not limited to increasing a Member's retention, penalty, or assessment, canceling a Member's coverage, or expelling the Member. However, no remedy shall be sought for defaults until the Member has been given thirty (30) days' notice of default by the Authority.
2. Probation of a Member from a Program and/or Authority:
 - a. If deemed appropriate by the Authority a member may be put on probation for a defined period of time to remedy any stated failures or matters noted in this Article.
 - b. Notice of such probation shall be in writing and signed by both parties.
 - c. The probation remedies and timelines shall be stated clearly in the notice of probation so that the Authority's actions at the end of the probation period are understood by both parties.
3. Expulsion of a Member from the Authority:
 - a. The Board, with at least a two-thirds vote, may expel any Member that is in default from the Authority.
 - b. Such expulsion shall be effective on the date prescribed by the Board, but not earlier than thirty days after notice of expulsion has been personally served or sent by certified mail to the Member.
 - c. The expulsion of any Member from any Program, after the effective date of such Program, shall not terminate its responsibility to contribute its share of contributions, or funds, to any fund Program in which it participated, nor its responsibility to provide requested data for the period(s) in which it participated.

D. Cancellation by the Authority of Coverage under a Program:

1. Upon the occurrence of any default, the Board may temporarily cancel all rights of the defaulting Member in any Program in which such Member is in default until such time as the condition causing default is corrected.

2. Upon the occurrence of any default, the Board, with at least a two-thirds (2/3) vote, may cancel permanently all rights of the defaulting Member in any Program in which such Member is in default.
- E. No remedy contained herein is intended to be exclusive. No delay or failure to exercise any right or power accruing upon any default, shall impair any such right or shall be construed to be a waiver thereof.
- F. In the event any provision in any of the Governing Documents is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- G. Except as stated in this Article or elsewhere in the Governing Documents, neither withdrawal nor expulsion shall extinguish the rights and obligations of the parties incurred prior to such withdrawal or expulsion.

ARTICLE XVII. LEGAL REPRESENTATION

- A. Legal counsel may be retained by the Board to advise on matters relating to the operation of the Authority and interpretation of the Governing Documents, including but not limited to the Memoranda of Coverage. In matters in which the parties' interests are adverse or potentially adverse, counsel for the Board shall only represent the Board and shall not represent any individual Member without the informed written consent of both parties.
- B. The Authority shall have the right to pay such legal counsel reasonable compensation for said services.

ARTICLE XVIII. EXECUTION OF CONTRACTS

- A. The Board or Executive Committee may authorize any officer or officers, or any agent or agents, to enter into any contract or execute any instrument in the name, and on behalf, of the Authority and such authorization may be general or confined to specific instances.
- B. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Authority by any contract or to pledge its credit or to render it liable for any purpose or to any amount.

ARTICLE XXIV. EXPENSE REIMBURSEMENT AND INSURANCE

- A. The Authority shall reimburse any Director who does not otherwise receive compensation for actual expenses incurred, for reasonable out of pocket expenses of the Director in the performance of his/her duty on behalf of the Authority.

- B. The Authority shall obtain insurance or provide other coverage (which may include self-insurance) indemnifying the directors, officers, and employees for personal liabilities arising out of wrongful acts in the discharge of their duties to the Authority.

ARTICLE XIX. NOTICES

- A. Any notice to be given to any Member, in connection with these Bylaws, must be in writing (which may include facsimile or email) and will be deemed to have been given when deposited in the mail to the address specified by the Member to receive such notice. Any notice delivered by facsimile will be deemed to have been given when the facsimile transmission is complete. Any notice delivered by email will be deemed to have been given when the message is successfully sent. Any Member may, at any time, change the address to which such notice will be given by giving five (5) days written notice to the Authority.
- B. Any notice to or claim against the Authority shall be mailed or delivered to the mailing address of the Authority.

ARTICLE XX. EFFECTIVE DATE, AMENDMENTS, AND SUPREMACY

- A. These Bylaws shall be effective immediately upon the date of adoption.
- B. Any amendments to these Bylaws shall be effective upon adoption, unless the Board in adopting them specifies otherwise, and shall supersede and cancel any prior Bylaws and/or amendments thereto.
- C. These Bylaws shall not be amended until at least 30 days after notice of the proposed amendment has been given to each Member.
- D. The adoption or amendment of these Bylaws shall not affect the Agreement or any amendments thereto. Any provision in these Bylaws which is inconsistent with the Agreement shall be superseded by the Agreement but only to the extent of the inconsistency.

ARTICLE XXI. POWER OF DESIGNATED PARTY

- A. Pursuant to Government Code section 6509, the Authority is subject to the restrictions upon the manner of exercising the power of the City of Rancho Cucamonga. In the event that the City of Rancho Cucamonga ceases to be a member of the Authority, the Authority's power shall be subject to the restrictions applicable to the City of Sebastopol.

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
OF THE
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY**
(formerly Public Agency Risk Sharing Authority of California)

This Amended and Restated Joint Exercise of Powers Agreement of the California Intergovernmental Risk Authority (“CIRA” or “Authority”) (“Agreement”), formerly known as the Public Agency Risk Sharing Authority of California (“PARSAC”), is entered into by and among the public entities, hereafter referred to as “Members”, each of which is organized and existing under the laws of the State of California and is a signatory to this Agreement and listed in Appendix “A”, attached hereto and made a part hereof. This Agreement supersedes the Public Agency Risk Sharing Authority of California [PARSAC] Joint Powers Agreement dated May 25, 2017 as of, and is effective on, July 1, 2021 (“Effective Date”).

RECITALS

1. The Authority was originally created as the California Municipal Insurance Authority effective May 21, 1986 pursuant to that certain Joint Powers Agreement Creating the California Municipal Insurance Authority (“Original JPA Agreement”). The Original JPA Agreement was revised and restated effective July 1, 1989 and then again effective November 19, 1993 when the original name was changed to the Public Agency Risk Sharing Authority of California. Subsequent restatements were approved effective May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, and May 26, 2011. The most recent restatement is the PARSAC Joint Powers Agreement which was approved effective May 25, 2017 (“PARSAC Agreement”).

2. Labor Code Section 3700 authorizes public entities, including members of a pooling arrangement under a joint powers authority, to fund their own workers’ compensation claims.

3. Government Code Sections 989 and 990 authorize a local public entity to insure itself and its employees against tort or inverse condemnation liability.

4. Government Code Section 990.4 authorize a local public entity to fund insurance and self-insurance in any desired combination.

5. Government Code Section 990.6 provides that the cost of insurance is an appropriate public expenditure.

6. Government Code Section 990.8 authorizes two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of the Joint Exercise of Powers Act (Gov. Code Section 6500 et seq.).

7. Government Code Section 6500 et seq. authorizes two or more public entities to jointly exercise, under an agreement, any power which is common to each of them.

8. Each Member that is a party to this Agreement desires to join with the other Members to fund programs of insurance for workers’ compensation, liability, property and other coverages to be determined and for other purposes set forth in this Agreement.

9. The governing body of each Member has determined that it is in the Member's own best interest, and in the public interest, to execute this Agreement and participate as a Member of the Authority.

In consideration of the recitals, mutual benefits, covenants, and agreements set forth in this Agreement, the Members agree as follows:

**ARTICLE I.
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
AS SUCCESSOR TO AND EXPANSION OF PARSAC**

- A. Authority Created. The Authority was originally formed on May 21, 1986 as the California Municipal Insurance Authority by operation of the Original JPA Agreement and subsequently renamed as the Public Agency Risk Sharing Authority of California effective November 19, 1993. The Authority was, and is, formed pursuant to the provisions of Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California ("Code"), which authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the member agencies.
1. Name Change. As of the Effective Date, the Public Agency Risk Sharing Authority of California shall be known as the California Intergovernmental Risk Authority, hereinafter referred to as "CIRA" or the "Authority."
2. Separate Entity. Pursuant to Code Sections 6506 and 6507, from its inception, the Authority has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by the Authority's Board of Directors ("Board").
- B. Membership in the Authority as of the Effective Date. As of the Effective Date, the membership of the Authority shall consist of the members of PARSAC and the members of the Redwood Empire Municipal Insurance Fund ("REMIF"), with respect to only those that have approved this Agreement as of the Effective Date, as listed in Appendix "A".
- C. Future Membership. Membership in the Authority is open to public entities throughout the State of California, if such public entities meet the requirements specified in the Bylaws and are approved by the Board.

**ARTICLE II.
PURPOSE**

The purpose of the Authority is to exercise the powers of the Members to jointly accomplish the following:

- A. Develop comprehensive Programs with the objective to reduce the cost of risk against which the Members are authorized or required to protect against by insurance, self-insurance, or pooling. Such Programs may include, but are not limited to, coverages for tort liability, workers'

compensation, employee health benefits, loss to real or personal property, or liability arising out of the ownership, maintenance, or use of real or personal property.

- B. The design of the Programs may evolve with the needs of the Members and in accordance with contemporary economic and financial conditions. Programs may therefore operate on an insured, pooled, self-funded, or other appropriate basis whereby the Members share some portion, or all, of the costs of Program losses.
- B. Jointly secure administrative and other services including, but not limited to, general administration, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting, legal and other services related to any authorized purpose.

ARTICLE III. PARTIES TO THE AGREEMENT AND RESPONSIBILITIES OF MEMBERS

- A. Each Member represents and warrants that it intends to, and does hereby, contract with all other Members listed in Appendix "A", and any new members admitted to the Authority. Each Member also represents and warrants that the withdrawal or expulsion of any Member shall not relieve any Member of its rights, obligations, liabilities or duties under this Agreement or the individual Programs in which the Member participates.
- B. Each Member agrees to be bound by and to comply with all the terms and conditions of the Governing Documents and any Resolution or other action adopted by the Board as they now exist or may hereinafter be adopted or amended. Each Member assumes the obligations and responsibilities set forth in the Governing Documents, as they may be amended.
- C. Each new Member agrees to participate for a minimum of five years, except that members of PARSAC and REMIF as of June 30, 2021 must continue for a minimum of two years thereafter. Also, each new Member agrees to meet its obligations and responsibilities as set forth in the Governing Documents.

ARTICLE IV. POWERS

The Authority shall have the powers common to its Members. As provided by Government Code Section 6509, the Authority's power is subject to the restrictions upon the manner of exercising the power of the Member specified in the Bylaws. Under this Agreement, the Authority is authorized, in its own name, to do all acts necessary and to exercise such common powers to fulfill the purposes of this Agreement, including but not limited to the following:

- A. Make and enter contracts;
- B. Employ agents and employees;
- C. Incur debts, liabilities or obligations;
- D. Receive, collect, invest, and disburse funds;

- E. Receive contributions and donations of property, funds, services and other forms of assistance;
- F. Acquire, construct, manage, maintain, hold, lease or dispose of real and personal property; and
- G. Sue and be sued in its own name and settle any claim against it.

**ARTICLE V.
BOARD OF DIRECTORS**

- A. The Authority shall be governed by the Board. Each Member shall appoint a representative to the Board and an alternate representative, each of whom shall meet the parameters set forth in the Bylaws. In the absence of a resolution of the Board providing otherwise, representatives and alternates will serve without compensation by the Authority.
- B. The Member's representative and/or alternate representative shall be removed from the Board upon the occurrence of any one of the following events: (1) the expulsion or withdrawal of the Member from the Authority; (2) the death or resignation of the Member representative; (3) the Member gives notice that the Member representative is no longer employed by the Member; or (4) as otherwise provided in the Authority's Bylaws.
- C. The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation of authority to committees or other bodies or individuals.

**ARTICLE VI.
ADMINISTRATION OF PREEXISTING OBLIGATIONS**

- A. All liabilities and obligations of the Authority existing prior to the Effective Date ("Preexisting Obligations") will be administered under the terms and conditions of the PARSAC Agreement. For this purpose, the PARSAC Agreement in effect on June 30, 2021, which is attached hereto as Appendix B, is hereby made a part of this Agreement and incorporated herein by this reference.
- B. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.
- C. All assets of the Authority existing on June 30, 2021 shall be reserved by the Authority for the sole purpose of administering the Preexisting Obligations. Similarly, all assets of REMIF shall be used exclusively for the purpose of administering the obligations of REMIF.

**ARTICLE VII.
OFFICERS**

- A. The Board shall elect a President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be Directors. The General Manager shall serve as Secretary of the Board. The manner of election and term of office of elected officers and their authority and responsibilities shall be as set forth in the Authority's Bylaws. If any of the elected officers ceases to be a Member's representative, the resulting vacancy shall be filled as provided in the Authority's Bylaws. The Board may elect such other officers as it considers necessary.
- B. As permitted by Government Code Section 6505.6, the Treasurer shall comply with the duties and responsibilities set for the subdivisions (a) through (d) of Government Code Section 6505.5, and shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Government Code Section 6505. The Treasurer will have no vote on the Board unless the Treasurer is also a Director.
- C. The Board shall appoint a General Manager who shall act as Secretary of the Board and as the Chief Administrative Officer of the Authority. Although an officer, the General Manager shall not have a vote on the Board or any committee of the Authority.

**ARTICLE VIII.
MEETINGS AND RECORDS**

- A. Not less than once a year, the Board and all standing committees shall hold regular meetings as set forth in the Bylaws of the Authority. Special meetings may be called as provided in the Bylaws.
- B. All meetings of the Board, and appointed committees, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).
- C. Minutes of regular, adjourned regular, and special meetings of the Authority shall be kept under the direction of the Secretary. After each meeting, the Secretary shall cause copies of the minutes to be forwarded to each Board member for review and approval at the next regular meeting.

**ARTICLE IX.
BUDGET**

The Board shall adopt an annual budget prior to the beginning of each Fiscal Year.

**ARTICLE X.
REGULAR AUDITS AND REVIEWS**

- A. The Board shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and

6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Members, and the auditor/controller of the county in which the Authority's administrative office is located. The report shall be filed within twelve months of the end of the fiscal year under examination. The Authority shall pay all costs for such financial audits.

- B. The Board shall cause an annual actuarial review to be prepared for each of the Programs of the Authority and a report of such actuarial review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such actuarial review.
- C. The Board shall cause a claims audit of the administration of the claims for each of the Programs of the Authority at least biannually. A report of such claims review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such claims reviews.

ARTICLE XI. ADMISSION OF NEW MEMBERS

- A. Any public entity eligible for membership as stated in Article I may apply for membership in the Authority and participation in one or more of the Authority's Programs at any time. To be considered, the applicant must submit any documentation or information requested by the Authority and pay any costs required to analyze their application and determine their initial contribution.
- B. The Authority shall review all applications by potential new members to determine if they meet the requirements provided for in the Bylaws and any relevant Board policies to determine whether and on what conditions to admit the applicant.
- C. Upon approval for membership by two-thirds vote of the Board, to become a Member the applicant must execute this Agreement and pay any contributions or premiums required to participate in the Program(s) for the initial Program Year in which the applicant will participate.

ARTICLE XII. WITHDRAWAL

- A. After the initial commitment period described in Article III, any Member which enters a Program may withdraw from that Program by compliance with the requirements stated in the Bylaws for withdrawal from the Program.
- B. Withdrawal of a Member does not terminate its rights to coverage arising under any Program in which it participated for the years in which it participated. A Member that has withdrawn from a Program may later seek to renew participation in the Program subject to any terms and conditions set forth in the Bylaws.

- C. A Member that has withdrawn from all of the Authority's Programs shall no longer have a right to a representative on the Board, but shall remain liable for assessments and other obligations arising from the Program Years in which it participated.
- D. As soon as administratively feasible after the Effective Date, the Members of the Authority shall agree on the method of apportioning the CalPERS retirement obligations of the Authority in the event of a default event as defined by Government Code Section 6508.2. Until such time, and in the event of a default event, the terms of the Public Agency Risk Sharing Authority of California (PARSAC) Agreement for Apportion of Retirement Obligations dated May 25, 2017, and attached hereto as Exhibit "C", shall apply with respect to all Members of the Authority.

ARTICLE XIII. EXPULSION

The Board may expel any Member from the Authority and/or from a Program for material breaches of the Governing Documents consistent with the provisions of the Bylaws, subject to any warning or probationary provisions in the Governing Documents. Expulsion does not terminate the obligations of either the Authority or the Member incurred prior to the expulsion.

ARTICLE XIV. TERMINATION AND DISTRIBUTION

- A. This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Members; provided, however, that this Agreement and CIRA shall continue to exist for the purpose of disposing of all claims and paying its obligations for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of CIRA.
- B. Upon termination of this Agreement, all assets of each Program of CIRA shall be distributed among the Members which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by all Programs of the Authority. The Board may in its sole discretion determine that earlier distributions are appropriate as to Programs for which there remains no claim or liability.
- C. Following the termination of this Agreement, any Member which was a participant in any Program of CIRA shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member's period of participation.
- D. The Board is vested with all powers of CIRA for the purpose of concluding and dissolving the business affairs of CIRA. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XV.
LIABILITY OF MEMBERS, DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

- A. Pursuant to Government Code section 6508.1, except as to liabilities to a public retirement system, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Member. However, each Member shall remain liable to the Authority for contributions assessed by the Authority to pay its debts, liabilities, or obligations.
- B. The debts, liabilities or obligations incurred by either PARSAC or REMIF prior to the Effective Date shall not constitute the debts, liabilities or obligations of the other. Notwithstanding the preceding, the Authority intends to be the successor to the CalPERS pension obligations of REMIF pursuant to California Government Code Section 20508. As such, the liability to CalPERS with respect to service credited under REMIF's CalPERS contract, and the continuing liability to CalPERS of the Authority with respect to service credit accrued both prior to and after the Effective Date under the Authority's CalPERS contract, shall be the contractual liability of the Authority. The Authority and REMIF shall separately enter into an agreement to provide for the allocation of liability, and the payment of related contributions, with respect to service credit accrued prior to the Effective Date.
- C. The representatives to the Board of Directors and to each of the Programs and any officer, employee, contractor, or agent of the Authority shall use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties under this Agreement. Directors, officers, committee members of the Authority shall be liable for any act or omission within the scope of their office or employment by the Authority only in the event that they act or fail to act because of actual fraud, corruption, or actual malice or willfully fail or refuse to conduct the defense of a claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the Authority.
- D. The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its employees pursuant to Government Code Section 825, et seq., or other applicable provisions of law. Nothing herein shall limit the right of the Authority to purchase insurance to satisfy this obligation.
- E. The Authority shall indemnify, protect, defend, and hold harmless each and all of the Members, and their officials, agents, and employees, for and from any and all liability, claims, causes of action, damages, losses, judgments, costs, or expenses (including attorney fees) resulting from an injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by the Authority, by one or more of the Members, or any of their officials, employees, agents, or independent contractors.

**ARTICLE XVI.
NOTICES**

Notices to each Member under this Agreement shall be sufficient if mailed to its respective address on file with the Authority. Any Member may designate any other address in substitution of the foregoing address to which such notice will be given at any time by giving five days written notice to the Authority and all other Members.

**ARTICLE XVII.
AMENDMENTS**

This Agreement may be amended at any time with the approval of two-thirds of the Directors on the Board acting with the approval of their governing bodies, except that any amendment that reduces the voting requirement for termination of the Authority must be approved by three-fourths of the Directors on the Board acting with the approval of their governing bodies. Authority of the Member representative (director) to give such approval may be delegated such in advance by the Member's governing body, or in the absence of such prior delegation by action of a Member's governing body to approve the proposed amendment. The amended Agreement shall take effect on the first day of the month following the Authority's receipt of notice of approval by two-thirds of the Members, unless otherwise stated in the Amendment, and once effective shall apply to all Members regardless of whether a particular Member approved the amendment. Refusal to execute or comply with the amended Agreement shall be a basis for expulsion of the Member. A Member that does not approve of the amendment may withdraw from the Authority and all its Programs at the end of the fiscal year next following the effective date of the amendment, notwithstanding the five-year minimum commitment provided for in Article III, Section C.

**ARTICLE XVIII.
SEVERABILITY**

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**ARTICLE XIX.
COMPLETE AGREEMENT**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as to the Bylaws.

**ARTICLE XX.
TERM OF AGREEMENT**

This Agreement shall become effective upon execution, and shall continue in effect until satisfaction of all obligations created hereunder following termination of the Authority created by this Agreement.

**ARTICLE XXI.
COUNTERPARTS**

The Agreement may be executed in multiple counterparts, each of which shall be considered an original.

**ARTICLE XXII.
ARBITRATION**

Any controversy arising out of this Agreement shall be submitted to binding arbitration, which shall be conducted in accordance with the provisions of the California Arbitration Act (California Code of Civil Procedure § 1280 et seq.).

**ARTICLE XXIII.
FORCE MAJEURE**

No party will be deemed to be in default where failure or delay in performance of any of its obligations (other than payment obligations) under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, actions of legislative, judicial, executive, or regulatory government bodies or other cause, without fault and beyond the reasonable control of such party ("Force Majeure"). If any such events shall occur, the time for performance by such party of any of its obligations under this Agreement will be extended by the parties for the period of time that such events prevented such performance. Upon the occurrence of an event of Force Majeure, the affected party shall: (i) promptly notify the other parties of such Force Majeure event, (ii) provide reasonable details relating to such Force Majeure event and (iii) implement mitigation measures to the extent reasonable.

**ARTICLE XXIV.
DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement and the Bylaws of the Authority:

- A. "Agreement" shall mean this Agreement, as it may be amended from time to time, creating the California Intergovernmental Risk Authority.
- B. "Board" or "Board of Directors" shall mean the governing body of the Authority.
- C. "Bylaws" shall mean the Bylaws attached to this Agreement, as amended from time to time by the Board consistent with the amendment provisions in the Bylaws.

- D. "Claim(s)" shall mean demand(s) made against the Member arising out of occurrences which are covered or alleged to be covered by the Authority's Memorandums of Coverage or policies of insurance.
- E. "Fiscal Year" shall mean the period of time commencing on July 1 of each year and ending on June 30 of the following year.
- F. "Governing Documents" shall mean this Agreement, the Bylaws of the Authority, each Program's Memorandum of Coverage, the Master Program Document, , and any other document stipulated as a Governing Document in the Bylaws or by action of the Board.
- G. "Insurance" shall mean insurance or reinsurance purchased by the Authority to cover Claims against or losses of the Authority and/or its Members.
- H. "Jurisdiction" shall mean the territory in which the Authority may exercise its powers; i.e., the State of California.
- I. "Member" shall mean any public entity authorized to be a member of a Joint Powers Authority, which is a party to this Agreement and is participating in one or more Programs.
- J. "Memorandum of Coverage" shall mean a document issued by the Authority for each Program specifying the coverages and limits provided to the Members participating in the Program.
- K. "Participation" or "participating" shall refer to a Member that has elected to join and take part in a Program.
- L. "Pooling" shall mean group self-insurance as allowed by Government Code section 990.8, Labor Code section 3700, or any other applicable law.
- M. "Program" shall mean those coverage programs of risk sharing, insurance, self-insurance, pooling and risk management services created by the Authority to manage specific types of risks.
- N. "Program Year" shall mean the annual period in each Program to be segregated for determination of coverage premiums or assessments.
- O. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring, and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insured retention levels and the amount of reserves for potential claims.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

California Intergovernmental Risk Authority ["CIRA"]

Date: _____ By: _____
Name/Title

Attest: _____
Secretary, CIRA

Member Entity: _____

Date: _____ By: _____
Name/Title

Attest: _____
City/Town Clerk

APPENDIX "A"

CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY MEMBERS

- | | |
|----------------------------|---|
| 1. City of Arcata | 27. City of Point Arena |
| 2. City of Amador City | 28. City of Rancho Cucamonga |
| 3. City of Avalon | 29. Rancho Cucamonga Fire Protection District |
| 4. City of Belvedere | 30. City of Rancho Santa Margarita |
| 5. City of Blue Lake | 31. City of Rohnert Park |
| 6. City of California City | 32. City of San Juan Bautista |
| 7. City of Calimesa | 33. City of Sebastopol |
| 8. City of Calistoga | 34. City of Sierra Madre |
| 9. City of Citrus Heights | 35. City of Sonoma |
| 10. City of Clearlake | 36. City of South Lake Tahoe |
| 11. City of Cloverdale | 37. City of St. Helena |
| 12. City of Coalinga | 38. City of Tehama |
| 13. City of Cotati | 39. City of Trinidad |
| 14. City of Eureka | 40. Town of Truckee |
| 15. City of Ferndale | 41. City of Twentynine Palms |
| 16. City of Fort Bragg | 42. City of Ukiah |
| 17. City of Fortuna | 43. City of Watsonville |
| 18. City of Grass Valley | 44. City of Wheatland |
| 19. City of Healdsburg | 45. City of Wildomar |
| 20. City of Highland | 46. City of Willits |
| 21. City of Lakeport | 47. Town of Windsor |
| 22. City of Menifee | 48. Town of Yountville |
| 23. City of Nevada City | 49. City of Yucaipa |
| 24. City of Placentia | 50. Town of Yucca Valley |
| 25. City of Placerville | |
| 26. City of Plymouth | |

APPENDIX “B”

PARSAC Agreement

PARSAC

JOINT POWERS AGREEMENT

Revised & Adopted May 25, 2017

**Public Agency Risk Sharing
Authority of California**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	DEFINITIONS.....3
ARTICLE II	PARTIES TO THE AGREEMENT.....6
ARTICLE III	PURPOSES.....6
ARTICLE IV	CREATION OF THE PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA7
ARTICLE V	TERM OF AGREEMENT.....7
ARTICLE VI	POWERS OF PARSAC.....7
ARTICLE VII	RESPONSIBILITIES OF MEMBER ENTITIES8
ARTICLE VIII	BOARD OF DIRECTORS10
ARTICLE IX	OFFICERS.....13
ARTICLE X	EXECUTIVE COMMITTEE13
ARTICLE XI	ADMINISTRATION.....13
ARTICLE XII	BUDGET14
ARTICLE XIII	ANNUAL AUDITS AND REVIEWS.....14
ARTICLE XIV	ESTABLISHMENT AND ADMINISTRATION OF FUNDS15
ARTICLE XV	SUPPORT OF PARSAC'S GENERAL EXPENSES16
ARTICLE XVI	DEPOSIT PREMIUMS17
ARTICLE XVII	PARSAC MEMBERSHIP18
ARTICLE XVIII	MEMORANDA OF COVERAGE18
ARTICLE XIX	SIR MANDATORY RESERVES/PAYMENT.....19

ARTICLE XX	RETROSPECTIVE PREMIUM ADJUSTMENTS AND ASSESSMENTS	20
ARTICLE XXI	NEW MEMBERS	21
ARTICLE XXII	WITHDRAWAL	22
ARTICLE XXIII	EXPULSION	25
ARTICLE XXIV	EFFECT OF WITHDRAWAL OR EXPULSION ON MEMBER ENTITY'S RESPONSIBILITIES	26
ARTICLE XXV	TERMINATION OF AGREEMENT AND DISTRIBUTION OF ASSETS	27
ARTICLE XXVI	NOTICES	28
ARTICLE XXVII	PROHIBITION AGAINST ASSIGNMENT	28
ARTICLE XXVIII	AMENDMENTS	29
ARTICLE XXIX	SEVERABILITY	29
ARTICLE XXX	AGREEMENT COMPLETE	29
ARTICLE XXXI	EXECUTION OF COUNTERPARTS	30
APPENDIX "A"	MEMBER ENTITIES	

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

JOINT POWERS AGREEMENT

THIS AGREEMENT is made in the State of California by and among those municipalities organized and existing under the laws of the State of California, hereinafter referred to as "Member Entity[ies]," which are parties' signatory to this Agreement. All such Member Entities are listed in Appendix "A", which is attached hereto and made a part hereof.

RECITALS

A. California Government Code Section 6500 and following permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.

B. California Government Code Section 990.4 permits a local public entity to self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these;

C. California Government Code Section 990.6 provides that the cost of insurance provided by a local public entity is a proper charge against that local public entity;

D. California Government Code Section 990.8 permits two or more local entities to, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and provides that such pooling of self-insured claims or losses does not constitute the business of insurance under the California Insurance Code;

E. California Labor Code Section 3700(c) permits all political subdivisions of the State of California, including each member of a pooling arrangement under a joint exercise of powers agreement to self-insure against workers' compensation claims by securing a certificate of consent from the Department of Industrial Relations;

F. Each of the Member Entities, which is a party to this Agreement, desires to join with the other Member Entities to fund programs of insurance for workers' compensation, liability, property and other coverages to be determined and for other purposes set forth in Article III of this Agreement;

G. The governing body of each Member Entity has determined that it is in its own best interest and in the public interest that this Agreement be executed and that it participate as a member of the Public Agency Risk Sharing Authority of California [PARSAC] created by this Agreement; and

H. As of the effective date of this Agreement, this Agreement shall replace and supersede the Joint Powers Agreement Creating the Public Agency Risk Sharing Authority of California, dated May 21, 1986, as amended on November 20, 1987, July 1, 1989, and November 19, 1993, May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, December 2, 2010, May 26, 2011 and May 25, 2017.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follows:

AGREEMENT

ARTICLE I DEFINITIONS

The following terms shall have the following definitions:

- A. “**Agreement**” shall mean this Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California [PARSAC].
- B. “**Alternate**” shall mean the person designated by the Member Entity to act as a director of PARSAC in the absence of the Director. The Alternate shall have the same responsibility, power and authority as the Director when acting in the Director's stead.
- C. “**Board**” or “**Board of Directors**” shall mean the governing body of PARSAC.
- D. “**Bylaws**” shall mean the Bylaws of PARSAC, revised as of May 27, 2010, and as they may be further amended or revised.
- E. “**Claims**” shall mean any demand[s] made against a Member Entity to recover for monetary damages within, or alleged to be within, the scope of coverage provided by any of PARSAC's Memoranda of Coverage [or any commercial insurance policy related to a PARSAC Program].
- F. “**PARSAC**” shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.
- G. “**Covered Loss**” shall mean any loss resulting from a claim or claims against a Member Entity which is in excess of its Self-Insured Retention and which is covered by any of PARSAC's Memoranda of Coverage [or insurance policy related to a PARSAC Program].
- H. “**Deposit Premium**” shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each

Program of PARSAC.

I. **“Executive Committee”** shall mean that committee of the Board, constituted and exercising the authority set forth in this Agreement and in the Bylaws.

J. **“Fiscal Year”** shall mean the period of time ending on June 30 of each year during which PARSAC is in existence.

K. **“Incurred Loss”** shall mean the amount of monies paid and reserved by PARSAC to investigate, defend and satisfy a demand or demands made against a Member Entity.

L. **“Insurance”** shall mean commercial insurance policies which PARSAC may purchase for its Member Entities, from time to time, in order to effect a transfer of risk. The term "Insurance" shall not mean any self-insurance, risk-sharing or pooling of losses or risks.

M. **“Liability Program Participant”** shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Liability Program.

N. **“Member Entity”** shall mean any California public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.

O. **“Memorandum of Coverage”** shall mean the document or documents issued by PARSAC specifying the type and amount of coverages provided under any Program to the Member Entities by PARSAC.

P. **“Program Year”** shall mean a period of time, usually 12 months, for which each Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.

- Q. **“Program”** shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.
- R. **“Public Entity”** shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.
- S. **“Retrospective Premium”** shall mean, the amount determined retrospectively as each Member Entity's share of losses, reserves, expenses and interest income as may be determined periodically for any Program.
- T. **“Retrospective Premium Adjustment”** shall mean the amount necessary to periodically adjust the Deposit Premium, or prior Retrospective Premiums if any, to the newly calculated Retrospective Premium amount.
- U. **“Self-Insured Retention”** or **“SIR”** shall mean the amount of loss from each occurrence which the Member Entity shall retain and pay directly and which shall not be shared by the Member Entities of PARSAC.
- V. **“Workers’ Compensation Program Participant”** shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Workers’ Compensation Program.
- W. **“Group Purchase Programs”** shall mean coverage programs provided by insurance policies where there is no self-insurance, risk sharing or pooling.

ARTICLE II PARTIES TO THE AGREEMENT

Each Member Entity is a party to this Agreement and agrees that it intends to, and does contract with, all other parties who are signatories of this Agreement and with such other parties as may later be added. Each Member Entity also agrees that the expulsion or withdrawal of any Member Entity from this Agreement shall not affect this Agreement nor the remaining parties as to the other Member Entities then remaining.

ARTICLE III PURPOSES

This Agreement is entered into by the Member Entities in order to:

- A. Create the Public Agency Risk Sharing Authority of California to carry out the purposes listed below and to exercise the powers contained in this Agreement;
- B. Develop effective risk management programs to reduce the amount and frequency of their losses;
- C. Share some portion, or all, of the cost of their losses;
- D. Jointly purchase commercial insurance, associate with other risk-sharing pools, or self-insure against risks;
- E. Jointly purchase administrative and other services including, but not limited to, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting and legal services when related to any of the other purposes;
- F. Provide other joint powers risk sharing authorities with management services;
and
- G. Do all things necessary to carry out the foregoing purposes, as well as all things necessary to implement the terms of this Agreement as permitted by law.

**ARTICLE IV
CREATION OF THE PUBLIC AGENCY
RISK SHARING AUTHORITY OF CALIFORNIA**

Pursuant to the California Government Code, the Member Entities hereby agree to continue in existence a public entity, separate and apart from the parties to this Agreement, to be known as the Public Agency Risk Sharing Authority of California ["PARSAC"]. The debts, liabilities or obligations of PARSAC shall not constitute debts, liabilities or obligations of any party to this Agreement. However, a Member Entity may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of PARSAC.

**ARTICLE V
TERM OF AGREEMENT**

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated in accordance with Article XXVI.

**ARTICLE VI
POWERS OF PARSAC**

PARSAC shall have the powers common to its Member Entities in California and all additional powers permitted to a joint powers authority by California law, and the parties hereby authorize PARSAC to do all acts necessary to exercise such powers to fulfill the purposes of this Agreement including, but not limited to, the following:

- A. Make and enter into contracts;
- B. Incur debts, liabilities and obligations;
- C. Acquire, hold, lease or dispose of real and personal property, contributions and donations of property, funds, services and other forms of assistance;
- D. Sue and be sued in its own name and settle any claim against it;
- E. Employ agents and employees;

F. Acquire, construct, manage, maintain or operate buildings, works or improvements;

G. Receive, collect, and disburse monies; and invest money not required for immediate necessities; and

H. Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement.

ARTICLE VII RESPONSIBILITIES OF MEMBER ENTITIES

Each member entity shall:

A. Sign this Agreement and its legally enacted amendments and participate in PARSAC's Liability Program and/or Workers' Compensation Program;

B. Sign a Membership Resolution for each Program;

C. Pay Deposit Premiums, Retrospective Premium Adjustments, and any Special Assessments to PARSAC on or before the due date;

D. Appoint, elect or remove representatives to serve as director and alternate on the Board, which representatives are expressly authorized to act on behalf of the Member Entity on all matters coming before the Board;

E. Assure that its representative director or alternate attends at least one meeting of the Board annually;

F. Assure that its representative director and alternate keep informed about PARSAC's activities and assist them in doing so;

G. Approve Amendments to this Agreement as set forth in Article XXIX; provided, however, the Member Entity may, by resolution or ordinance, authorize its director and alternate on the Board to approve and execute amendments on behalf of the Member Entity

without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment.

H. File, in a prompt and timely manner, all statewide, county, and locally-mandated reports and filings, including but not limited to the Fair Political Practices Commission's Statement of Economic Interests;

I. Undertake a risk management audit of its facilities and activities, conducted by a person and/or firm approved by PARSAC's Executive Committee and, based upon such report, to evidence correction, elimination and/or clarification of all noted deficiencies or recommended corrections to the satisfaction of PARSAC's Executive Committee. Risk management audits may be required by the Executive Committee as frequently as it chooses. Risk management audits may be paid by PARSAC and charged back to Member;

J. Provide PARSAC with a copy of its most recent audited annual financial statements prepared by a Certified Public Accountant; or, if not available, provide PARSAC with the most recent set of unaudited monthly financial statements, and any other financial material as may be requested by PARSAC from time to time;

K. Cooperate with, communicate and assist in a timely manner, PARSAC and any insurer, provider of excess coverage, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement;

L. Promptly cooperate with PARSAC to determine and/or clarify any incidents which might become losses, the cause of any and all actual losses, and methods to bring about settlement of claims;

M. Comply with its obligations and responsibilities under this Agreement, the

Bylaws, the Memoranda of Coverage, the Risk Management Standards, PARSAC's policies and procedures, and any other contract or requirement [as any of the foregoing may be created or amended] necessary to implement this Agreement or any Program;

N. Pay any fines or penalties assessed by the Board or any regulatory agency that are attributable to the Member Entity's failure to perform in accordance with self-insurance regulations or comply with the provisions of this Agreement. An appeal may be filed with the appropriate regulatory agency. All decisions of the Board are final.

O. Use an Executive Committee-approved third-party claims administrator for claims handling, under such circumstances as the Board of Directors may require.

Failure to comply with any of the obligations under this section may be grounds for expulsion pursuant to Article XXIV of this Agreement.

ARTICLE VIII BOARD OF DIRECTORS

Except as otherwise provided in this Agreement or in the Bylaws, the powers of PARSAC shall be exercised, its property shall be controlled, and its affairs shall be conducted by its Board of Directors whose meetings, functions and activities shall be governed by the Bylaws.

The Board shall be composed of one director who represents and acts on behalf of each respective Member Entity which participates in PARSAC's Liability and/or Workers' Compensation Program. The number of persons on the Board shall be equal to the number of Member Entities. In addition, each Member Entity shall appoint a second individual as alternate director, who shall have the authority to attend, participate in, and vote at any meeting of the Board when the respective director is absent. Each director and alternate director shall be an elected official or employee of the respective Member Entity, shall be appointed by the

respective Member Entity's governing body, and shall serve at its pleasure. If a director or alternate ceases to be an employee or elected official of a Member Entity for any reason, his or her position on the Board and any of its committees shall immediately terminate.

The Board of Directors shall have the following powers and functions:

A. The Board shall exercise all powers and conduct all business of PARSAC, either directly or by delegation of authority to other bodies or persons pursuant to this Agreement and applicable law;

B. The Board shall form an Executive Committee from its membership. In the Bylaws the Board shall delegate to that Committee such powers as it sees fit;

C. The Board may form such other committees as it deems appropriate in conducting PARSAC's business;

D. The Board shall elect PARSAC's officers;

E. The Board shall cause to be prepared and adopt PARSAC's annual operating budget;

F. The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each of PARSAC's Programs, including all provisions for reinsurance and administrative services necessary to carry out such Program;

G. The Board shall contract or otherwise provide for necessary services to PARSAC and to Member Entities. These necessary services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services;

H. The Board, either directly or through the Executive Committee, shall provide policy direction to PARSAC's General Manager;

I. The Board shall receive and act upon reports of its committees and the General Manager, either directly or through the Executive Committee;

J. The Board shall establish monetary limits upon any delegation of the claims payment and settlement authority, beyond which a proposed settlement must be referred to the Board for approval;

K. The Board may require that PARSAC review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any Member Entity insofar as those functions are affecting PARSAC's liability or potential liability. The Board may forward any or all such recommendations to the Member Entity with a request for compliance and a statement of potential consequences for noncompliance;

L. The Board shall receive, review and act upon periodic reports and audits of PARSAC's funds;

M. The Board may amend, repeal or adopt new Bylaws, this Agreement or other key documents;

N. The Board may increase, decrease, or otherwise amend the coverages, limits and other terms of any Memorandum of Coverage;

O. The Board shall approve any proposal by the Executive Committee for Special Assessments from the Member Entities before such Special Assessments are billed;

P. The Board may expel a Member Entity from any Program or from membership in PARSAC pursuant to Article XXIV of this Agreement;

Q. The Board may ratify actions of the Executive Committee, where such ratification is required before the action becomes final;

R. The Board may enter into a joint venture or contractual arrangement with any

similar entity and may also enter into a merger or acquisition agreement with a similar entity, provided that if PARSAC is not the surviving entity in any such merger or acquisition, such action shall require approval by the vote of three-fourths of the Member Entities; and

S. The Board shall have such other powers and functions as are provided for in this Agreement, the Bylaws, and applicable law.

ARTICLE IX OFFICERS

The officers of PARSAC shall be the President, Vice President, Treasurer, and Auditor/Controller, and their qualifications and duties shall be those set forth in the Bylaws.

ARTICLE X EXECUTIVE COMMITTEE

There shall be an Executive Committee, all of whose members shall be directors. The Executive Committee shall set policy for and direct the administration of PARSAC on a day-to-day basis and may, without limitation, provide incentives and impose penalties, financial or otherwise, for performing or failing to perform in conformance with PARSAC requirements, programs, standards and policies. The composition, specific authority and meeting arrangements of the Executive Committee shall be set forth in the Bylaws.

ARTICLE XI ADMINISTRATION

PARSAC shall have a general manager, who shall be appointed or terminated by the Executive Committee, shall be responsible to the Executive Committee for the efficient and effective administration of PARSAC, and who shall serve as the Secretary of PARSAC. The General Manager shall attend all meetings of the Board, the Executive Committee, and other committees of the Board (but shall have no vote), shall prepare and maintain all minutes of meetings of the Board and its Committees, notices of meetings, and records of PARSAC, and

shall carry out all duties set forth in the Bylaws.

ARTICLE XII BUDGET

The Executive Committee shall recommend and the Board shall adopt an annual operating budget prior to the beginning of each Fiscal Year.

ARTICLE XIII ANNUAL AUDITS AND REVIEWS

A. **Financial Audit.** The Auditor/Controller shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and 6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of PARSAC. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Member Entities, and the auditor/controller of the county in which PARSAC's administrative office is located. The report shall be filed within twelve [12] months of the end of the fiscal year under examination. PARSAC shall pay all costs for such financial audits.

B. **Actuarial Review.** The Board shall cause an annual actuarial review to be prepared for each of the Programs of PARSAC and a report of such actuarial review shall be made available for inspection by the Board and the Member Entities. PARSAC shall pay all costs for such actuarial review.

C. **Claims Audit.** The Board shall cause a biannual claims audit of the administration of the claims for each of the Programs of PARSAC. A report of such claims review shall be made available for inspection by the Board and the Member Entities. PARSAC

shall pay all costs of such claims reviews.

ARTICLE XIV ESTABLISHMENT AND ADMINISTRATION OF FUNDS

PARSAC shall be responsible for the strict accountability of all funds and the reporting of all receipts and disbursements in accordance with generally accepted accounting principles. It will comply with all provisions of law relating to this subject, including California Government Code Sections 6500-6525.

The Treasurer of PARSAC shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board. Separate accounts shall be established and maintained for each Program Year of each Program of PARSAC. Books and records of PARSAC in the hands of the Treasurer or other designated person shall be open to inspection at all reasonable times by members of the Board or authorized representatives of the Member Entities.

The Treasurer shall have the custody of and disburse PARSAC's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board to perform that function provided that, pursuant to Government Code Section 6505.5, the Treasurer shall:

- A. Receive and acknowledge receipt of all funds of PARSAC and place them in the treasury to the credit of PARSAC;
- B. Be responsible upon his or her official bond for the safekeeping and disbursement of PARSAC's funds so held by him or her;
- C. Pay any sums due from PARSAC as approved for payment by the Board or by any body or person to whom the Board has delegated approval authority, making such payments from PARSAC's funds upon warrants drawn by the Auditor;
- D. Verify and report in writing to PARSAC and to Member Entities, as of the first

day of each quarter of the fiscal year, the amount of money then held for PARSAC, the amount of receipts since the last report, and the amount paid out since the last report;

E. Prepare a complete written report of all financial activities within one hundred and twenty [120] days after the close of each fiscal year for such fiscal year to the Board and to each Member Entity; and

F. Receive, invest, and disburse funds in accordance with the procedures established by the Board or the Bylaws and in conformity with applicable law.

Pursuant to Government Code Section 6505.1, the General Manager, the Treasurer, and such other persons as the Board may designate shall have charge of, handle, and have access to PARSAC's property.

PARSAC shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board, covering all officers and employees of PARSAC who are authorized to hold or disburse PARSAC's funds and all officers and employees who are authorized to have charge of, handle, and have access to PARSAC's property.

The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code Section 825, *et seq.*, or other applicable provisions of law.

The Authority may insure or self-insure itself to the extent deemed necessary by the Board against loss, liability and claims arising out of or connected to the conduct of the Authority's activities.

ARTICLE XV

SUPPORT OF PARSAC'S GENERAL EXPENSES

Costs of staffing and supporting PARSAC [hereinafter called PARSAC's general

expenses] shall be equitably allocated among the various Programs by the Board, and shall be funded by the Member Entities which participate in such Programs [and ex-Member Entities] in accordance with such allocations.

ARTICLE XVI DEPOSIT PREMIUMS

The Deposit Premiums for the Liability and Workers' Compensation Programs shall be set at a level estimated to be sufficient, as determined by the Executive Committee, to cover PARSAC's budget for each Policy year. The Deposit Premiums for the Member Entities shall be set by PARSAC using various rating and underwriting criteria, such as:

- [1] The Member Entity's payroll;
- [2] The Member Entity's exposure base;
- [3] The results of an on-site underwriting inspection;
- [4] The Member Entity's prior claims history;
- [5] Total insurable values; and/or
- [6] Employee classification ratings.

Deposit Premiums for the Liability, Workers' Compensation, and Group Purchase Programs shall be billed to the Member Entities.

At the conclusion of each Program Year, PARSAC shall conduct a payroll audit of each Member Entity to adjust for any discrepancies between estimated and actual payroll. In the sole discretion of PARSAC, an on-site payroll audit may be conducted by PARSAC or an independent auditor. Any adjustments in payrolls, either debits or credits, shall result in an assessment of additional premiums or a return of overpaid premiums. This adjustment shall be made within sixty (60) days after the date of the audit.

ARTICLE XVII PARSAC MEMBERSHIP

Member Entities shall participate in PARSAC's Liability Program and/or Workers' Compensation Program as a condition of membership in PARSAC. Participation in either Program shall be a minimum of three years and the Term shall be renewed for subsequent one-year periods at the commencement of each Program Year upon payment of the applicable Deposit Premium, unless termination, withdrawal, or expulsion occurs pursuant to Articles XXIII and XXIV of this Agreement. The Executive Committee shall establish the initial SIR for each Liability or Workers' Compensation Program Participant and may require a different SIR for Program Participants from time to time, in its sole discretion.

Program Years shall begin on July 1 of each year and shall continue through the following June 30. Retroactive coverage may be provided as approved by the Board and documented on the Declaration Page of the respective Memorandum of Coverage.

ARTICLE XVIII MEMORANDA OF COVERAGE

The types and amounts of coverage for each Program available to Member Entities shall be specified in a Declarations Page and/or Memorandum of Coverage which shall be issued by PARSAC to each Member Entity for each Program Year in which the Member Entity has coverage. The Board shall have the power and authority to decrease, increase, or amend the coverage provided by a Memorandum of Coverage. If any such amendment is approved by the Board during a Program Year, no Member Entity participating in that Program Year shall be entitled to withdraw by reason of any said amendment prior to the termination of that Program Year.

ARTICLE XIX

SIR MANDATORY RESERVES/PAYMENTS

A Member Entity participating in the Liability Program must establish by resolution a “Fund Balance Reserve” (“Reserve”) equal to three times (3) the designated SIR, or any underlying insurance deductible chosen, and approved for the Member Entity by PARSAC. The Reserve will be recorded and maintained in the appropriate Member Entity Fund in accordance with Generally Acceptable Accounting Principles.

PARSAC will be notified of any proposed adjustment to the Reserve prior to the Member Entity’s adoption of such a resolution.

PARSAC may request certification, by the Member Entity, of the balance in the Reserve account at any time.

Applicants establishing coverage with PARSAC shall be required to submit the “Fund Balance Reserve Resolution” prior to coverage inception.

Any Member Entity which does not desire to establish a local Fund Balance Reserve at the required three-times its SIR, or underlying insurance deductible amount, may contract for an actuarial study of its losses and reserves by a Fellow of the Casualty Actuary Society (FCAS) to ascertain and represent to PARSAC adequate SIR Reserves. Such SIR amount shall be established as the correct Reserve for that Member Entity.

Although not obligated to do so, PARSAC may elect to pay a portion of claims expenses before the Member Entity’s self-insured retention has been exhausted in order to expedite the resolution of a claim. In this event, the member will be invoiced and shall have 30 days from the date of invoice to remit reimbursement. A 10% penalty shall be applied to the balance if payment is not received by the due date.

The claims payment procedures for members participating in the Workers’

Compensation Program with a self-insured retention are as follows:

1. The Member Entity shall set up a checking account with the Third-Party Administrator (TPA). The TPA shall pay all claim expenses within the Member's Entity's self-insured retention from the checking account. The Member Entity shall be responsible for ensuring sufficient funds are available for all costs related to the checking account, including any set-up fees charged by the TPA; or
2. PARSAC shall pay all claim expenses within the Member Entity's self-insured retention, which shall be reconciled and invoiced to the Member Entity quarterly. The Member Entity shall have 30 days from the date of invoice to submit its self-insured retention payment. A 10% penalty shall be applied to the balance if payment is not received by the due date. This option is available to Member Entities with an SIR of \$100,000 or lower.

ARTICLE XX RETROSPECTIVE PREMIUM ADJUSTMENTS AND ASSESSMENTS

Retrospective Premium Adjustments (RPA) for self-funded Programs shall be calculated annually as determined by each Program's funding policy. The Board may determine and levy special assessments on Member Entities by majority vote.

The RPA is a financial reconciliation made by PARSAC to determine whether the Deposit Premium collected for that Policy Year was sufficient to cover the costs. An RPA summary is presented annually to the Board for approval. Distribution of credits or collection of assessments will follow each Program's funding policy.

If a Member Entity has timely withdrawn or been expelled from a Program, any Retrospective Premium Adjustment credit shall remain with PARSAC until all Policy Year(s) in which they participated have been closed and reconciled. Any Retrospective Premium

Adjustment deficit shall be billed to the Member Entity at the time that particular Policy Year(s) is being reconciled. If a withdrawn or expelled member's total equity for all program years in which they participated is insufficient, the member will be billed at the time the deficit is identified. A member that has untimely withdrawn from a program foregoes their right to any remaining equity and is subject to assessment for any deficits.

ARTICLE XXI NEW MEMBERS

Any California public entity as defined in Article I may apply for membership in PARSAC and participation in any of PARSAC's Programs at any time. Public Entities must participate in either the Liability or Workers' Compensation program before participating in other Program offerings.

PARSAC shall review all requests for Program membership, and the Executive Committee shall approve and the Board shall ratify, which applicants shall be accepted for membership, in which Programs they may participate, and when such participation shall begin. Public Entities shall become new Member Entities as of the effective date of coverage indicated on the Program Declarations Page and upon payment of the Deposit Premium. Public Entities which are in the process of formation shall be covered only as of the effective date of formation.

Deposit Premiums for coverage which begins during a Program Year may be prorated for the remainder of the Program Year. A Public Entity applying for membership in the Workers' Compensation or Liability Program shall complete, return and comply with all of the following:

A. An "Application for a Certificate of Consent to Self-Insure" from the Department of Industrial Relations/Division of Self-Insurance Plans (DIR/SIP) (Workers' Compensation only);

- B. Loss reports for the five (5) most recent policy years;
- C. Estimated payroll for the current year and corresponding to the 5 years of loss data
- D. Liability Exposure questionnaire from PARSAC, questionnaires from the excess carrier or reinsurer, and most recent three years' audited financial statements;
- E. Undertake a risk management audit of its facilities and activities and, based upon such audit report, provide evidence of correction, elimination and/or clarification of all noted deficiencies revealed by such inspection; and
- F. Such other information as is reasonably required by PARSAC to assure compliance with law and PARSAC policies.

ARTICLE XXII WITHDRAWAL

Any Member Entity who has been a member for at least three full fiscal years may withdraw from its status as a member and as a party to the Joint Powers Agreement by submitting notice in writing to PARSAC as follows:

- A. Timely Notice of Withdrawal. A withdrawing Member Entity must notify PARSAC of its intention to withdraw at least six (6) months prior to the end of the fiscal year in which the member intends to withdraw, unless a shorter withdrawal period is approved by the Executive Committee, in its sole discretion. Withdrawing members who submit Timely Notice shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services, financial audits, and claims administration. Withdrawing member will be

invoiced for their portion of the administrative fee each of the three years.

Calculation and Payment of Fee. The administrative fee shall be calculated based on the member's actual payroll and self-insured retention level in the last year in which the member participated. In year one, 100% of the administrative fee will be charged to the member; 50% in year two; and 25% in year three. The withdrawing member shall be invoiced for their portion of the administrative fee and it shall not be taken from equity. Should equity be insufficient to cover any deficit, the member will be subject to assessment. The withdrawing member's equity will remain with PARSAC until all years in which the member has participated are closed. Any equity remaining after all years have closed will be returned to the withdrawn member.

- B. Untimely Notice of Withdrawal. Members submitting a notice of intent to withdraw less than six (6) months prior to the end of the fiscal year, but not later than April 1, in which the member intends to withdraw shall be considered untimely. In the event of an untimely notice of intent to withdraw, the withdrawing member shall forego their right to any remaining equity. In addition to foregoing equity, withdrawing members who submit Untimely Notice shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services,

financial audits, and claims administration, and will remain subject to both the administrative fee and assessments for all years in which they participated. Withdrawing members will be invoiced for their portion of the administrative fee each of the three years. *Calculation and Payment of Fee.* The administrative fee shall be calculated based on the member's actual payroll and self-insured retention level in the last year in which the member participated. In year one, 100% of the administrative fee will be charged to the member; 50% in year two; and 25% in year three.

Withdrawal from the Liability or Workers Compensation Program shall terminate coverage under that Program. If withdrawal would result in the Member Entity no longer being a member of either the Liability or the Workers Compensation Program, then such withdrawal shall constitute withdrawal from this Agreement and from membership in PARSAC, subject to the ex-Member Entity's continuing obligations under Article XXV below.

A notice of intent to withdraw may be rescinded in writing with Executive Committee consent at any time earlier than ninety (90) days before the expiration of the withdrawal period, except that any withdrawal approved by the Executive Committee upon less than 6 months notice shall be final.

Any Member Entity which withdraws as a participant in any Program may renew participation in that Program by complying with all Program rules and regulations.

ARTICLE XXIII EXPULSION

Regardless of its three-year commitment under the Liability and/or Workers' Compensation Program, a Member Entity may be expelled from PARSAC or a Program either with or without cause. The General Manager shall review any lack of satisfactory performance or other problem with the Member Entity and shall attempt to resolve the matter. If the General Manager determines that the Member Entity is unwilling or unable to correct the problem, the General Manager shall present the matter to the Executive Committee. The Executive Committee may recommend to the Board that the Member Entity be expelled, either with or without cause. Written notice of the Executive Committee's recommendation for expulsion shall be delivered to the Member Entity with return receipt at least fourteen [14] days before the Board meeting at which the matter will be discussed. Action by the Board shall require the vote of a majority of the total number of directors. Expelled members are subject to the administrative fee for a timely withdrawal as described in Article XXIII, Paragraph A.

In considering the expulsion of a Member Entity, the Executive Committee shall allow the affected Member Entity a reasonable opportunity to address and remedy the reasons, if any, for the proposed expulsion. The period of time so allowed shall be within the sole discretion of the Executive Committee. If such a reasonable opportunity is allowed, PARSAC may require quarterly audits to monitor the affected Member Entity's remedial actions or any other conditions to its continued participation in PARSAC or its Programs.

A Member Entity which is the subject of a proposed expulsion shall be responsible for investigating the availability of alternate coverage. On the request of the Member Entity, the Board may permit the Member Entity a reasonable time to make arrangements for alternative coverage, but such period of time shall be at the Board's sole discretion.

ARTICLE XXIV
EFFECT OF WITHDRAWAL OR EXPULSION
ON MEMBER ENTITY'S RESPONSIBILITIES

The withdrawal or expulsion of any Member Entity after its participation in any Program shall not terminate its responsibility with respect to the following:

A. Provide PARSAC with such statistical and loss experience data and other information as may be necessary for PARSAC to carry out the purposes of this Agreement;

B. Pay to PARSAC when due any Deposit Premiums or Retrospective Premium Adjustments for each Policy Year of each Program in which it participated;

C. Cooperate fully with PARSAC in determining the cause of losses in the settlement of claims;

D. Cooperate with and assist PARSAC and any insurer, excess provider, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement; and

E. Comply with the Bylaws and all policies and procedures of PARSAC not inconsistent with the provisions of this Agreement and not inconsistent with its withdrawal from PARSAC.

Disposition of Equity – Timely Withdrawal or Expulsion. In addition, PARSAC shall retain all remaining equity, and the ex-Member Entity is obligated to pay any future assessments made with respect to the Policy Years of any Program in which it participated, until all such Policy Year[s] have been closed, at which time PARSAC shall refund to the ex-Member Entity, any remaining equity which was not expended in settling, paying or otherwise resolving claims against the ex-Member Entity.

Disposition of Equity – Untimely Withdrawal. PARSAC shall retain all remaining equity

and the ex-Member Entity is obligated to pay any future assessments made with respect to the Policy Years of any Program in which it participated, until all such Policy Year[s] have been closed and the administrative fee charged per Article XXII, Paragraph B.

ARTICLE XXV TERMINATION OF AGREEMENT AND DISTRIBUTION OF ASSETS

This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Member Entities; provided, however, that this Agreement and PARSAC shall continue to exist for the purpose of disposing of all claims and paying its obligations (to CalPERS) for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of PARSAC.

Upon termination of this Agreement, all assets of each Program of PARSAC shall be distributed among the Member Entities [and ex-Member Entities which previously timely withdrew or were expelled] which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by each Program.

Following the termination of this Agreement, any Member Entity which was a participant in any Program of PARSAC shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member Entity's period of participation.

The Board is vested with all powers of PARSAC for the purpose of concluding and

dissolving the business affairs of PARSAC. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XXVI NOTICES

Notices to Member Entities under this Agreement or the Bylaws shall be sufficient if mailed to their respective addresses on file with PARSAC. Notices to PARSAC shall be sufficient if mailed to the address of the principal executive office of PARSAC, addressed to the General Manager.

ARTICLE XXVII PROHIBITION AGAINST ASSIGNMENT

No Member Entity may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member Entity shall have any right, claim or title to any part, share, interest, fund, premium or asset of PARSAC.

ARTICLE XXVIII AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Board present and voting at any duly convened regular or special meeting; provided that, any such amendment has been submitted to the directors and the Member Entities at least thirty [30] days in advance of such meeting. Member Entities may, by resolution or ordinance, grant their director and alternate on the Board explicit authorization to approve and execute amendments to this Agreement on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment. Any such amendment shall become effective immediately, unless otherwise stated therein.

**ARTICLE XXIX
SEVERABILITY**

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

**ARTICLE XXX
AGREEMENT COMPLETE**

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as noted with respect to the Bylaws and Memoranda of Coverage. If any provision of this Agreement conflicts with a provision of the Bylaws, Memoranda of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

**ARTICLE XXXI
EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

Public Agency Risk Sharing Authority of California ["PARSAC"]

Date: By: _____

Name/Title

Attest: _____

Deputy Secretary, PARSAC

Member Entity: _____

Date: By: _____

Name/Title

Attest: _____

City/Town Clerk

APPENDIX “A”

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

MEMBER ENTITIES

City of Amador City
City of Avalon
City of Belvedere
City of Blue Lake
City of California City
City of Calimesa
City of Calistoga
City of Citrus Heights
City of Clearlake
City of Coalinga
City of Ferndale
City of Grass Valley
City of Highland
City of Menifee
City of Nevada City
City of Pacific Grove
City of Placentia
City of Placerville
City of Plymouth
City of Point Arena
City of Rancho Cucamonga
Rancho Cucamonga Fire Protection District
City of Rancho Santa Margarita
City of San Juan Bautista
City of South Lake Tahoe
City of Tehama
City of Trinidad
Town of Truckee
City of Twentynine Palms
City of Watsonville
City of West Hollywood
City of Wheatland
City of Wildomar
Town of Yountville
City of Yucaipa
Town of Yucca Valley

Appendix "C"

Public Agency Risk Sharing Authority of California (PARSAC) Agreement for Apportionment of Retirement Obligations Dated May 25, 2017

PARSAC

**AGREEMENT FOR APPORTIONMENT OF
RETIREMENT OBLIGATIONS**

**Public Agency Risk Sharing
Authority of California**

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

AGREEMENT FOR APPORTIONMENT OF RETIREMENT OBLIGATIONS

THIS AGREEMENT is made in the State of California by and among those municipalities organized and existing under the laws of the State of California, hereinafter referred to as "Member Entity[ies]," which are parties' signatory to the Joint Powers Authority Agreement (as revised effective May 25, 2017, hereafter "JPA Agreement. All such Member Entities are listed in Appendix "A," which is attached hereto and made a part hereof.

RECITALS

Whereas PARSAC is an entity formed under California Government Code § 6500 which permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.

Whereas California Government Code § 6508.2 requires that the member agencies of a joint powers agency ("AGENCY") mutually agree to a 100% apportionment of the AGENCY's retirement liability prior to either a dissolution of the AGENCY or the termination of the AGENCY's participation in a public retirement system.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follow:

AGREEMENT

ARTICLE I

DEFINITIONS

The following terms shall have the following definitions:

- A. **"Agreement"** shall mean this Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California [PARSAC].

- B. **“Board”** or **“Board of Directors”** shall mean the governing body of PARSAC.
- C. **“PARSAC”** shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.
- D. **“Deposit Premium”** shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each Program of PARSAC.
- E. **“Member Entity”** shall mean any California public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.
- F. **“Program Year”** shall mean a period of time, usually 12 months, for which each Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.
- G. **“Program”** shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.
- H. **“Public Entity”** shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.
- I. **“Public Retirement System”** shall mean CalPERS or any other Public Entity retirement program established or operated by a California Public Entity available to public employees as to which current or former employees of PARSAC participated.
- J. **“Retirement Liability”** shall mean the liability that PARSAC possesses to all former or current employees of PARSAC for retirement benefits owed to them pursuant to a contract between PARSAC and a Public Retirement System and arising by reason of those employees participation in the Public Retirement System.

K. **“Retrospective Premium”** shall mean, the amount determined retrospectively as each Member Entity's share of losses, reserves, expenses and interest income as may be determined periodically for any Program.

L. **“Retrospective Premium Adjustment”** shall mean the amount necessary to periodically adjust the Deposit Premium, or prior Retrospective Premiums if any, to the newly calculated Retrospective Premium amount.

ARTICLE II

PARTIES TO THE AGREEMENT

Each Member Entity is a party to this Agreement and agrees that it intends to, and does contract with, all other parties who are signatories of this Agreement and with such other parties as may later be added. Each Member Entity also agrees that the expulsion or withdrawal of any Member Entity from this Agreement shall not affect this Agreement nor the remaining parties as to the other Member Entities then remaining.

ARTICLE III

PURPOSE

This Agreement is entered into by the Member Entities in order to:

A. Provide for an apportionment among current and former PARSAC Member Entities of 100% of PARSAC's Retirement Liability consistent with the requirements of Government Code §§ 6508.1 and 6508.2 as enacted and amended effective January 1, 2019. The current Member Entities of PARSAC are set forth in Appendix A. The former Member Entities of PARSAC as of the date of this Agreement are set forth in Appendix B.

ARTICLE IV

METHOD OF APPORTIONMENT OF RETIREMENT LIABILITY

A. In the event of a decision by the governing Board of PARSAC to dissolve and cease all operations, or in the event of a decision by the governing Board of PARSAC to terminate PARSAC's contract with a Public Retirement System, the Member Entities agree that 100% of PARSAC's Retirement Liability shall be funded by all current and former PARSAC Member Entities based on a pro rata share of the former and current Member Entities' historical Deposit Premium in the Workers' Compensation and Liability self-funded Programs. The apportionment of the Retirement Liability shall be calculated as set forth above, and the unfunded Retirement Liability then existing shall be paid as follows: The unfunded Retirement Liability then existing shall be paid prior to any distribution of assets as provided in ARTICLE XXV of the JPA Agreement and prior to the payment of any equity that may be determined as the result of the Retrospective Premium Adjustment process as set forth in ARTICLE XX. (For example, should a Member Entity have remaining equity in either the Workers' Compensation or Liability program, at the time of PARSAC's dissolution or PARSAC's termination of PARSAC's contract with a public retirement system, the Member Entity's equity shall first be applied to reduce that Member Entity's share of the apportionment of the Unfunded Retirement Liability.)

B. In the event that PARSAC disposes of the real property identified as 1525 Response Road, Sacramento, CA, 95815 (the "Property"), any unfunded Retirement Liability of PARSAC shall first be reduced by applying the proceeds from the sale of the Property as provided in Resolution 2019-03, attached hereto as Exhibit A, prior to the determination of the amounts owed by the former or current Member Entities under the apportionment provided herein.

C. The apportionment of the Retirement Liability of PARSAC among the former and current Member Entities of PARSAC and the obligation of the former and current Member Entities to pay such apportionment of the PARSAC Retirement Liability as provided herein shall be a separate and independent obligation from the obligation of the Member Entities arising upon termination, expulsion or withdrawal of a Member Entity or upon termination of the Joint Powers Agreement (as revised effective May 25, 2017) including but not limited to ARTICLES XX, XXII, XXIII, XXIV and XXV of that Agreement.

ARTICLE V

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for the purpose of paying 100% of the Retirement Liability of PARSAC pursuant to the apportionment among former and current Member Entities as provided for herein.

ARTICLE VI

SEVERABILITY

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE VII

AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as noted with respect to the Bylaws and Memoranda of Coverage. If any provision of this Agreement conflicts with a provision

of the Bylaws, Memoranda of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

ARTICLE VIII

AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Board present and voting at any duly convened regular or special meeting; provided that, any such amendment has been submitted to the directors and the Member Entities at least thirty [30] days in advance of such meeting. Member Entities may, by resolution or ordinance, grant their director and alternate on the Board explicit authorization to approve and execute amendments to this Agreement on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment. Any such amendment shall become effective immediately, unless otherwise stated therein.

ARTICLE IX

EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

Public Agency Risk Sharing Authority of California [“PARSAC”]

Date:

By: _____

Name/Title

Attest: _____

Deputy Secretary, PARSAC

Member Entity: _____

Date:

By: _____

Name/Title

Attest: _____

City/Town Clerk

APPENDIX “A”

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

MEMBER ENTITIES

City of Amador City
City of Avalon
City of Belvedere
City of Blue Lake
City of California City
City of Calimesa
City of Calistoga
City of Citrus Heights
City of Clearlake
City of Coalinga
City of Ferndale
City of Grass Valley
City of Highland
City of Menifee
City of Nevada City
City of Pacific Grove
City of Placentia
City of Placerville
City of Plymouth
City of Point Arena
City of Rancho Cucamonga
Rancho Cucamonga Fire Protection District
City of Rancho Santa Margarita
City of San Juan Bautista
City of South Lake Tahoe
City of Tehama
City of Trinidad
Town of Truckee
City of Twentynine Palms
City of Watsonville
City of Wheatland
City of Wildomar
Town of Yountville
City of Yucaipa
Town of Yucca Valley

APPENDIX “B”

**PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA
[PARSAC]**

FORMER MEMBER ENTITIES

City of Alturas
City of Canyon Lake
City of Carlsbad
City of Elk Grove
City of Hesperia
City of Rialto
City of Ridgecrest
City of Rio Dell
City of West Hollywood



CONSENT AGENDA ITEM 6

SUPPORTING DOCUMENTATION ATTACHED

6. City Attorney Legal Services Agreement with Mitchell Law Firm

LEGAL SERVICES AGREEMENT

THE MITCHELL LAW FIRM, LLP ("Law Firm") and **CITY OF TRINIDAD** ("City") hereby agree that Law Firm will provide legal services to the City on the terms set forth below.

1. **CONDITIONS.** This Agreement will not take effect, and the Law Firm will have no obligation to provide legal services, until City returns a signed copy of this Agreement.
2. **TERM.** The term of this Agreement shall commence on _____ and continue until terminated in accordance with Section 14 below.
3. **SCOPE OF SERVICES.** Law Firm will provide those legal services reasonably required to represent and advise the City, upon authorization by the City Manager or Mayor, acting on behalf of the City Council. For purposes of providing services under this Agreement, Russell S. Gans shall be designated as the City Attorney and Ryan T. Plotz shall be designated as Deputy City Attorney. Law Firm will take reasonable steps to keep the City informed of progress and to respond to the City's inquiries. This is a non-exclusive agreement, and the City has the right to retain other counsel for specific legal issues or to resolve potential conflicts.
4. **INDEPENDENT CONTRACTOR.** Law Firm hereby declares it is engaged in an independent business and agrees to perform services provided for in this Agreement as an independent contractor and not as the agent, servant or employee of the City. The Law Firm shall be solely responsible for its own matters relating to payment of employees, including compliance with social security, withholding and all other regulations governing such matter.
5. **DEPOSIT.** There will be no deposit requirement.
6. **LEGAL FEES AND BILLING PRACTICES.** City agrees to pay by the hour at Law Firm's prevailing rates for all time spent on City's matter by Law Firm's legal personnel. Current hourly rates for legal personnel are as follows:

Partners	\$200/hour
Associates	\$185/hour
Paralegal	\$95/hour

The rates on this schedule are subject to change on 30 days written notice to City. If City declines to pay any increased rates, Law Firm will have the right to withdraw as Law Firm for City.

Time is charged in minimum units of one tenth (.1) of an hour.

7. COSTS AND OTHER CHARGES.

(a) Law Firm may incur various costs and expenses in performing legal services under this Agreement. City agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Law Firm's cost.

Mileage \$0.58/mile

(b) Out of town travel. City agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Law Firm's personnel. City will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of City's case, it may become necessary to hire expert witnesses, consultants or investigators. City agrees to pay such fees and charges. Law Firm will select any expert witnesses, consultants or investigators to be hired, and City will be informed of persons chosen and their charges.

Additionally, City understands that if the matter proceeds to court action or arbitration, City may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of City.

8. BILLING STATEMENTS. Law Firm will send City periodic statements for fees and costs incurred. Each statement will be payable within 30 days of its mailing date. City may request a statement at intervals of no less than 30 days. If the City so requests, Law Firm will provide a statement within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. INSURANCE. During the term of this Agreement, Law Firm shall maintain the following insurance:

A. General liability and property damage insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;

B. Professional errors and omissions insurance in the minimum amount of \$2,000,000 per occurrence and \$4,000,000 aggregate; and

C. Workers compensation and employer's liability insurance in the amount of \$1,000,000 per accident.

Proof of coverage shall be provided to the City.

10. INDEMNIFICATION. Law Firm agrees to indemnify, defend and hold harmless the City, its Council, officers, agents and employees from any and all claims or losses to the extent caused by and arising out of the wrongful or negligent acts or omissions of Law Firm or any person employed by Law Firm in the performance of this Agreement.

11. NONDISCRIMINATION. Law Firm shall not discriminate on the basis of race, religion, color, creed, national origin, gender, sexual orientation, marital status, age, physical or mental disability, legally protected medical condition, veteran status, or any other basis protected by law.

12. CONFLICT OF INTEREST. Law Firm agrees that neither it, nor any member of Law Firm who may work on City matters, has any current conflict of interest with the City's interests. Law Firm agrees that neither it nor any member of Law Firm who may work on City matters, will acquire any interest, direct or indirect, which would conflict in any matter or degree with the performance of Law Firm's performance of its services to the City under this Agreement. Law Firm acknowledges that it and its attorneys are subject to various conflict of interest requirements under California law, local ordinances, policies and regulations.

13. ARBITRATION REGARDING FEES. If a dispute arises between the City and the Law Firm over fees charged for services, the dispute will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program. Each side will bear its own attorneys' fees and costs.

14. DISCHARGE AND WITHDRAWAL. City may discharge Law Firm at any time. Law Firm may withdraw with City's consent or for good cause. Good cause includes City's breach of this Agreement, refusal to cooperate or to follow Law Firm's advice on a material matter or any fact or circumstance that would render Law Firm's continuing representation unlawful or unethical. When Law Firm's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Law Firm will, upon City's request, deliver City's file and property in Law Firm's possession, whether or not City has paid for all services.

15. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Law Firm's statements to City will be construed as a promise or guarantee about the outcome of the matter. Law Firm makes no such promises or guarantees. Law Firm's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Law Firm shall not be a guarantee. Actual fees may vary from estimates given.

16. ENTIRE AGREEMENT AND MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding of the parties. This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

17. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

18. EFFECTIVE DATE AND EXECUTION. This Agreement will govern all legal services performed by Law Firm on behalf of City commencing with the date Law Firm first performed

services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, City will be obligated to pay Law Firm the reasonable value of any services Law Firm may have performed for City. This Agreement may be executed in counterparts, the parts of which shall be taken to constitute one whole. Electronic scan signatures and/or facsimile signatures shall be deemed to constitute originals.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE LAW FIRM FIRST PROVIDED SERVICES. IF MORE THAN ONE CITY SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CITY SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: October __, 2020

The Mitchell Law Firm, LLP

Russell S. Gans

Ryan T. Plotz

DATED: October __, 2020

City of Trinidad

By: _____

Name: _____

Its: _____

MEDIATION DISCLOSURE NOTIFICATION AND ACKNOWLEDGMENT

To promote communication in mediation, California law generally makes mediation a confidential process. California's mediation confidentiality laws are laid out in Sections 703.5 and 1115 to 1129, inclusive, of the Evidence Code. Those laws established the confidentiality of mediation and limit the disclosure, admissibility, and a court's consideration of communications, writings, and conduct in connection with a mediation. In general, those laws mean the following:

- All communications, negotiations, or settlement offers in the course of a mediation must remain confidential.
- Statements made and writings prepared in connection with a mediation are not admissible or subject to discovery or compelled disclosure in noncriminal proceedings.
- A mediator's report, opinion, recommendation, or finding about what occurred in a mediation may not be submitted to or considered by a court or another adjudicative body.
- A mediator cannot testify in any subsequent civil proceeding about any communication or conduct occurring at, or in connection with, a mediation.

This means that all communications between you and your attorney made in preparation for a mediation, or during a mediation, are confidential and cannot be disclosed or used (except in extremely limited circumstances), even if you later decide to sue your attorney for malpractice because of something that happens during the mediation.

I understand that, unless all participants agree otherwise, no oral or written communication made during a mediation, or in preparation for a mediation, including communications between myself and my attorney, can be used as evidence in any subsequent noncriminal legal action including an action against my attorney for malpractice or an ethical violation.

NOTE: This disclosure and acknowledgment does not limit your attorney's potential liability to you for professional malpractice, or prevent you from (1) reporting any professional misconduct by your attorney to the State Bar of California, or (2) cooperating with any disciplinary investigation or criminal prosecution of your attorney.

DATED _____

THE MITCHELL LAW FIRM, LLP

By: _____
Russell S. Gans

DATED _____

CITY OF TRINIDAD

By: _____
Name: _____
Its: _____



CONSENT AGENDA ITEM 7

SUPPORTING DOCUMENTATION ATTACHED

7. Second Reading of Ordinance 2020-01; Extending the .75% Transaction and Use Tax For General Purposes to Continue to be Administered by the California Department of Tax and Fee Administration if Adopted by the Voters at the November General Election

DISCUSSION AGENDA ITEM

Date: Tuesday, October 13, 2020

Item: Second Reading of Ordinance 2020-01; Extending the .75% Transaction and Use Tax For General Purposes to Continue to be Administered by the California Department of Tax and Fee Administration if Adopted by the Voters at the November General Election.

Summary: Ordinance 2020-01 is required by the California Department of Tax and Fee Administration (CDTFA) to be in place prior to the election November 03, 2020 General Election, whereby the City of Trinidad voters will be asked whether to extend the .75% Sales Tax another 4-years.

This Ordinance will authorize the CDTFA to postpone efforts to terminate the existing tax rate prior to the sunset date of March 31, 2021, and adopt a new termination date IF the sales tax extension passes successfully in November.

If the measure does not pass, this ordinance will become null and void.

A legal notice was summarized, and published in the Mad River Union a minimum of 5 days prior to this hearing as required. A second notice will be published with the outcome of this hearing. The first reading was held on September 08 and passed unanimously. A second reading is required.

The Ordinance will become effective if Measure E passes in November.

Attachments: Ordinance 2020-01.
Legal Notice Published



ORDINANCE NO. 2020-01

AN ORDINANCE OF THE CITY OF TRINIDAD EXTENDING THE ¾% TRANSACTIONS AND USE TAX FOR GENERAL PURPOSES TO CONTINUE TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

WHEREAS, pursuant to California Revenue and Taxation Code Sections 7285.9 and 7290, the City of Trinidad (the "City") has the authority to levy a Transactions and Use Tax for general purposes;

WHEREAS, a majority of the voters of the City approved a three-quarter percent (¾% or .75) Transactions and Use Tax at an election held in November 2008, and renewed the measure again in 2012 and 2016;

WHEREAS, the City's Transactions and Use Tax Ordinance is found in Chapter 3.08 of the City's Municipal Code;

WHEREAS, City of Trinidad Ordinance 2016-02, Section 16 sets forth a "Termination Date" which was extended by majority approval of the voters in November 2016 to March 31, 2021, at which time Ordinance 2016-02 will be repealed unless an extension or re-authorization is approved by the voters of the City at an election called for that purpose; and

WHEREAS, an extension or re-authorization of the City's Transactions and Use Tax will be submitted to the voters to extend the "Termination Date" of Ordinance 2016-02 to March 31, 2025.

NOW, THEREFORE, the City Council of the City of Trinidad does hereby ordain as follows:

Section 1. Amendment. The definition of "Termination Date" in Section 16 of the City of Trinidad Ordinance 2016-02 of the City's Municipal Code is hereby amended to read as follows:

15.19.020 Definitions

(c) "Termination date" initially means March 31, 2025, and as of that date this Ordinance is repealed unless an extension or re-authorization of this Article is approved by the voters of the City at an election called for that purpose.

Section 2. Approval by the Voters. This Ordinance shall be submitted to the voters at an election to be held on Tuesday, November 03, 2020. Upon approval by a simple majority of the voters of the City voting on this Ordinance, the Transactions and Use Tax set forth in Ordinance 2016-02 of the City's Municipal Code shall be re-authorized and extended through and including March 31, 2025.

PASSED AND ADOPTED this 08th day of September, by the following vote of the City Council:

Ayes:
Noes:
Absent:
Abstain:

Attest:

Gabriel Adams
Trinidad City Clerk

Steve Ladwig
Mayor

First Reading: September 08, 2020
Second Reading: October 13, 2020



CONSENT AGENDA ITEM 8

SUPPORTING DOCUMENTATION ATTACHED

8. Amending Resolution 2019-13 Authorizing the Trails Advisory Committee

Trinidad City Manager

From: tdavies@trinidad.ca.gov
Sent: Friday, September 25, 2020 10:08 AM
To: Eli Naffah
Subject: Trails Committee Resolution Revision
Attachments: Resolution 2019-13 - Trails Committee Resolution.pdf

Eli-

After Ben Morehead resigned from the Trails Committee, I looked at the resolution again and noticed it does not include the method of including the Visitor serving member as the other categories do. I am recommending that the interested Visitor serving member will be included after appointment by the City Council, as the two public members are. I have pasted the section that this pertains to below. I also recommend that the highlight words, members of the public, be changed to:

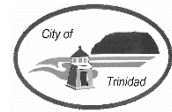
City residents, as well as the Visitor Services/Business Representative

3.COMMITTEE MEMBERSHIP: The Trails Committee will consist of one City Council representative, one Planning Commissioner, two City residents, one Trinidad Rancheria Representative, one Yurok Tribe Representative, and one Visitor Services/Business Representative. The City Council representative will be appointed by the City Council, and will serve as the Committee Chairperson. The Planning Commission will be recommended by the Commission and appointed by the City Council. The Tribal Representatives will be appointed by the appropriate Tribal governments, and will also provide their alternates. The two members of the public will be appointed by the City Council in open session based on letters of interest and public interviews.

Thanks,
Tom

Trinidad City Hall
P.O. Box 390
409 Trinity Street
Trinidad, CA 95570
707-677-0223

Steve Ladwig, Mayor
Gabriel Adams, City Clerk



RESOLUTION 2019-13

Revised 10-13-2020

A RESOLUTION AUTHORIZING THE TRAILS ADVISORY COMMITTEE

WHEREAS, the City of Trinidad's unique location on the coast with panoramic vistas and beautiful beaches makes its trail system a treasured asset for residents and visitors alike; and

WHEREAS, trails are important because they provide access to natural and culturally significant areas, for recreation, for scientific study, and for understanding our relationship with nature; and

WHEREAS, trails enhance public health and provide a vital medium for community cohesion, they are also serve to bolster the local economy by attracting people to the area, and some of the trails in the City also provide a means of use for alternative transportation; and

WHEREAS, the Council established the Trails Advisory Committee as a sub-committee of the City Council on March 22, 2019 to bring members with various viewpoints together to make recommendations to the City Council, City Staff, and Planning Commission on various topics identified below; and

NOW, THEREFORE BE IT RESOLVED, the Trinidad City Council hereby adopts a Trails Advisory Committee to hold public meetings in accordance with the Brown Act, and to operate within the framework as follows:

1. **PURPOSE:** The purpose of the Committee is 1) to advise on matters relating to policies affecting trails in the City of Trinidad, 2) to serve in an advisory capacity to the Council, Commissions, and City Staff, 3) make recommendations during the environmental review process on projects that may involve or affect trails in the City of Trinidad, 4) provide a forum for community engagement, outreach, and education regarding trails, and 5) make recommendations to City Manager and City Council on the maintenance and repair of trails in the City of Trinidad.
2. **OBJECTIVES:** Committee objectives include; 1) provide a public forum to solicit input from the community on issues or successes related to the maintenance and management of City trails, 2) assist City Staff in evaluating the need for maintenance on the trails throughout the calendar year, 3) make balanced and informed recommendations to the City Council on ways to improve the trails, and 4) report to the Council annually on the Committee meetings, activity, and recommendations.
3. **COMMITTEE MEMBERSHIP:** The Trails Committee will consist of one City Council representative, one Planning Commissioner, two City residents, one Trinidad Rancheria Representative, one Yurok Tribe Representative, and one Visitor Services/Business Representative. The City Council representative will be appointed by the City Council, and will serve as the Committee Chairperson. The Planning Commission will be recommended by the Commission and appointed by the City Council. The Tribal Representatives will be appointed by the appropriate Tribal governments, and will also provide their alternates. The two members of the public **city residents, as well as the Visitor Services/Business Representative**, will be appointed by the City Council in open session based on letters of interest and public interviews.
4. **TERMS OF OFFICE:** All members will hold staggered two-year terms. Committee members serve at the pleasure of the City Council and may be removed from office by a majority vote of the Council.
5. **MEETING DATES:** The Trails Committee will meet at minimum quarterly. The meetings will be held on the 3rd Tuesday of January, April, July, and October, with special meetings as needed. The

Committee will report to the City Council on a regular basis and present recommendations to the City Council on a quarterly or annual basis as needed.

6. **STAFF ASSISTANCE:** City Staff will provide agenda preparation, notification, and outreach assistance to the Committee. The Trails Committee may choose a member of the Committee to record the meeting minutes, or request to have a City Staff member to provide the service.
7. **ETHICS CODE:** All members shall review, accept, and conduct themselves in a manner consistent with the values promoted in the City of Trinidad's Code of Ethics.

PASSED, APPROVED AND ADOPTED this 12th day of November, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Gabriel Adams
Trinidad City Clerk

Steve Ladwig
Mayor



CONSENT AGENDA ITEM 9

SUPPORTING DOCUMENTATION ATTACHED

9. Proposition 68 Coastal Resilience Planning Grant.

CONSENT AGENDA ITEM

Date: October 13, 2020

SUBJECT: PROP 68 COASTAL RESILIENCE PLANNING GRANT

Staff identified an opportunity to apply to the Ocean Protection Council (OPC) for Proposition 68 Coastal Resilience grant funding for a planning project to engage stakeholders and the public in an inclusive process to develop an integrated coastal resilience plan. Staff has submitted a Grant Application Letter of Intent to the OPC and has received an invitation to submit a full application proposing a *Trinidad Community Coastal Resilience Planning Project*.

The City has been working to address ongoing issues along Van Wycke and the bluff for many years. The City Council workshop on September 8 last month offered an opportunity for interested parties and the public to enter into a discussion with staff and the Council to develop a more comprehensive, inclusive “Big Picture” approach to issues in the Van Wycke and bluff area. The north section of Van Wycke “Street” below Edwards has utilities and a trail that have been impacted by slumping that has continued and worsened over a number of years. Saturation and instability of the bluffs and erosion at the beach on the south and west sides of Trinidad have led to a number of interrelated impacts to trails, utilities, natural and cultural resources, infrastructure and beach access. Stakeholders and the public have diverse and sometimes conflicting ideas about how to address the issues.

The Proposition 68 Coastal Resilience grant program provides the City with a great opportunity to respond to public and stakeholder input about coastal access, critical infrastructure and protecting cultural resources and addressing the impacts of sea-level rise and climate change. Matching funds increases competitiveness but are not a requirement. Staff Potential match funding includes the pending USDA grant for the permanent water main replacement preliminary engineering report, and costs approved by Council for the temporary water main repairs.

Staff Recommendation:

- Formally invite interested parties and community members to participate in the planning project.
- Direct staff to draft a full proposal for the Coastal Resilience Grant Program for review by Council in November prior to the submission deadline November 13.

Alternatives to Staff Recommendation:

- Take no action
-

Attachments:

- Trinidad Letter of Intent to OPC
- OPC invitation to submit a full proposal

OCEAN PROTECTION COUNCIL GRANT APPLICATION LETTER OF INTENT

CONTACT INFORMATION

Organization: City of Trinidad
Contact Person: Becky Price-Hall
Email: rpricehall@trinidad.ca.gov
Phone: 707-499-6454
Mailing Address: City of Trinidad, PO Box 390, Trinidad, CA 95570

PROJECT INFORMATION

Project Name: Trinidad Community Coastal Resilience Planning Project

LOCATION INFORMATION

County: Humboldt
Latitude: 41.0584500
Longitude: -124.1473102
What point is represented by the lat/long (e.g. parking lot, center of site, etc.): Van Wycke Street where critical infrastructure is threatened - approximate middle of project area.

Project Description:

The Trinidad Community Coastal Resilience Planning Project proposes to develop an integrated action plan to maintain coastal access and critical infrastructure and safeguard natural and cultural resources along Trinidad's coastal bluffs and beaches. A concept design will be developed for at least one prioritized project. The Project will follow principles of community engagement to promote equity and serve the needs of disadvantaged and tribal communities. Community Engagement will be included in each step of the project as we build community capacity and strengthen partnerships with tribal groups, residents, agencies and other stakeholders (Socio-economic Impact of Sea Level Rise); define the problem and potential solutions; then study the feasibility of options for resilient infrastructure and "Nature-based solutions to build coastal resiliency" and create an action plan with one or more projects for future implementation.

Steep, unstable bluffs border the south and west sides of the City of Trinidad, including the Tsurai Management Area to the south, the Trinidad Harbor Area and the State Beach to the west. The bluffs, beaches and harbor area are adjacent the Trinidad Head Area of Special Biological Significance (ASBS). There has been ongoing land movement impacting infrastructure and beach access. The toe of the bluff along the beach has been eroding for years and is expected to be exacerbated by rising sea levels. The beach erosion and slumping along the bluff is threatening cultural resources of the Tsurai people (Yurok). A wide range of stakeholders have diverse and sometimes conflicting ideas about how to protect their communities.

This proposed planning project responds to public input received by the City Council about coastal access, critical infrastructure and protection of cultural resources. The project supports implementation of regionally and city approved plans including Trinidad's *Local Hazard Mitigation Plan Action 5—Increase adaptive capacity to climate change by fostering community awareness and encouraging involvement in planning for the future* and *Action 9— Repair Van Wycke Trail storm damage and relocate vulnerable water line and storm drain along Van Wycke*; and the *Tsurai*

Management Plan (2007) key recommendations to continue collaboration between Coastal Conservancy, City, Tsurai Ancestral Society, and Yurok Tribe on future management of the Tsurai Study Area and to make improvements to the Axel Lindgren Memorial Trail. The proposed project will provide the necessary resources to continue public engagement and ultimately identify solutions that address the multi-faceted challenges that the community faces. These solutions will be documented in the Integrated Coastal Resilience Action Plan, and one or more will be further developed into project concepts.

Project Goals and Expected Outcomes

Goals:

- Build community capacity and partnerships for coastal resilience
- Maintain coastal access
- Address critical infrastructure needs
- Address bluff stability in the context of local geology and cultural/natural resources and the nexus with the built environment

Expected Outcomes:

- Community Engagement Plan
- Summary of input on addressing climate change resilience and adaptation in the region.
- Summary of existing information and framework documents (e.g. *LCP/GP*, *Local Hazard Mitigation Plan*, *Trinidad Climate Change Vulnerability Report*, *Geotechnical & Groundwater Analyses* and recent projects and challenges in relation to climate change, local geology and community engagement.
- Integrated coastal resilience action plan that holistically looks at the effects of climate change on the area's natural resources and built environment
- Concept design of high priority coastal resilience projects.

The proposed project will help implement the following goals and objectives of OPC's *Strategic Plan to Protect California's Coast and Ocean*:

- *OPC Goal 1. Safeguard coastal and marine ecosystems and communities in the face of climate change* by identifying sea-level rise adaptation strategies along Trinidad's coastal areas (Obj. 1.1.4) and integrating coastal adaptation in a Coastal Resilience Action Plan that supports the Trinidad's Local Hazard Mitigation Plan and Local Coastal Program/General Plan (Obj. 1.1.5);
- *OPC Goal 2. Advance equity across ocean and coastal policies and actions* by engaging and partnering with tribal entities and underserved communities on coastal resource protection and access (Obj. 2.1 & 2.2) and by ensuring equitable access to the coast and supporting completion of the CA Coastal Trail (Obj. 2.3);
- *OPC Goal 3. Enhance coastal and marine biodiversity* by developing an action plan that considers sea-level rise and climate change impacts to the rocky intertidal (Area of Special Biological Significance) and beach habitat (Obj. 3.1.3); and
- *OPC Goal 4. Support ocean health through a sustainable blue economy* by developing resilient coastal access and infrastructure (Obj. 4.6).

Major Project Tasks

Task 1 Project Management - Funds and contract management, reporting and project coordination.

Task 2 Community Engagement and Partnerships – Outreach and engage tribes, disadvantaged community members, partners and the public to plan for coastal resilience.

Task 3 Integrated Coastal Resilience Action Plan - Summarize existing information, lessons learned and framework documents in relation to climate change, local geology and community engagement;

identify preliminary feasible resiliency and adaptation options; attend public meetings; integrate community input and refine options; prioritize adaptations for concept design; and finalize the plan.
Task 4 Concept Design - develop conceptual designs for one to three priority project components based on information resulting from Task 3 and presenting the final concept designs to the community.

Description of Project Location: City of Trinidad with a focus on the bluffs and beaches on the south and west sides of town. See Map 1 in the attached Maps and Photos

Preliminary Budget:

Task Number	Task Name	OPC Funds Requested to Complete Task	Matching Funds	Total Cost
1	Project Management	\$ 20,000	\$	\$ 18,000
2	Engagement & Partnerships	\$ 74,000	\$	\$ 74,000
3	Action Plan	\$ 173,000	\$	\$ 173,000
4	Concept Design	\$ 125,000	\$ 200,000	\$ 325,000
	Indirect Costs* (15%)	\$ 40,000		\$ 40,000
	Equipment Costs			
Total		\$ 432,000	\$ 200,000	\$ 632,000

Sources of potential and/or secured matching Funding:

Source	Amount	Status of funding (secured, applied, etc.)	State of CA Funds? (Y/N)
Caltrans ATP Grant	\$ 140,000	secured	Y
USDA RUS Grant	\$ 30,000	applied	N
City water funds	\$ 30,000	FY 20-21 Budget	N
Total	\$ 200,000		

Project Schedule:

Task #	Task Name	Timeline
1	Project Management	Mar 2021 - Feb 2024
2	Public Engagement & Partnerships	Mar 2021 - Jan 2024
	Community & partner outreach	Mar 2021 - Jun 2021
	Refine and implement public engagement plan	Mar 2021 - Jun 2021
	Engage community in coastal resilience planning	Jun 2021 - Jan 2023
3	Integrated Coastal Resilience Action Plan	Mar 2021 - Jan 2024
	Review, summarize documents, studies, etc...	Mar 2021 - Jun 2021
	Identify preliminary feasible options	Jun 2021 - Nov 2021
	Public meetings and input	Jun 2021 - Jan 2024
	Integrate community input and refine options	Jan 2022 - Nov 2022
	Prioritize adaptations	Dec 2022 - Jun 2023
	Finalize Plan	Jul 2022 - Dec 2022
4	Concept Design	Mar 2021 -Jan 2024

Who's Involved: Current funding partners include State Water Resources Control Board (ASBS Stormwater Project) and USDA Rural Utility Service (water main relocation) and Caltrans (Van Wycke Bicycle and Pedestrian Connectivity Project). The Tsurai Ancestral Society, Yurok Tribe, Cher-Ae Heights Indian Community of the Trinidad Rancheria, Trinidad Bay Watershed Council, CA State Parks, Coastal Commission and others will be formally invited to participate in the project during development of the full proposal.

OPC Prop 68: full proposal invitation

"Miller, Michaela@CNRA" [Michaela.Miller@resources.ca.gov]

Sent: 10/8/2020 4:39 PM

To: "Trinidad Email" <rpricehall@trinidad.ca.gov>

Cc: "Kimball, Justine@CNRA" <Justine.Kimball@resources.ca.gov>

Dear Becky,

Thank you for submitting a letter of intent to our Prop 68 Coastal Resilience Grant Program for your project: Trinidad Community Coastal Resilience Planning Project. We are pleased to invite you back to submit a full proposal. Please find the attached full proposal template and note the full proposal submission date of 5pm on November 14th. This solicitation was very competitive and we received close to 100 applications.

In reviewing your letter of intent we'd like to offer some feedback specific to your project. When reviewing the full proposal it would be helpful to understand how the outcomes of this project will inform the County's Local Coastal Plan update and West Marine Adaptation Planning processes. Feel free to reach out if you have any questions and we look forward to receiving your full proposal.

Sincerely,

OPC Prop 68 Coastal Resilience Grant Program

--

Michaela Miller | Sea Grant Fellow, Climate Change Program

1416 9th St. Suite 1311, Sacramento, CA 95814

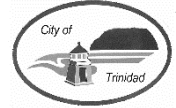
opc.ca.gov | @OPC_California | 916.651.0237



DISCUSSION AGENDA ITEM 1

SUPPORTING DOCUMENTATION ATTACHED

1. Proclamation 2020-01: Celebrating Indigenous People's Week



PROCLAMATION 2020-01

RECOGNITION OF INDIGENOUS PEOPLES DAY

WHEREAS, the City of Trinidad recognizes that the Indigenous People of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

WHEREAS, the City recognizes the fact that the City of Trinidad is built upon the ancestral homelands and villages of the Yurok People, who called this townsite Tsurai, long before it was Trinidad, and without whom the building of the city would not be possible; and

WHEREAS, the City recognizes the value of many contributions made to our community through Indigenous Peoples' knowledge, labor, spirituality, technology, science, philosophy, arts and the deep cultural contribution that substantially shaped the character of Trinidad; and

WHEREAS, the City of Trinidad has a responsibility to oppose the systematic racism towards Indigenous Peoples in the United States, which perpetuates high rates of poverty and income inequality, exacerbates disproportionate health, education, and social stability; and

WHEREAS, the City of Trinidad promotes the closing of the equity gap for Indigenous Peoples through policies and practices that reflect the experiences of Indigenous Peoples, ensuring greater access and opportunity, and honoring our nation's Indigenous history and contributions; and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations sponsored International Conference on Discrimination against Indigenous Populations in the Americas; and

WHEREAS, the United States endorsed the United Nations Declaration on the Rights of Indigenous Peoples (the "Declaration") on December 16, 2010 and the Declaration recognizes that "indigenous peoples have suffered from historic injustices as a result of, inter alia, their colonization and dispossession of their lands, territories and resources"; and

WHEREAS, Article 15 of the Declaration recognizes the right of indigenous peoples "to the dignity and diversity of their cultures, traditions, histories and aspirations which shall be appropriately reflected in education and public information" and places an obligation on States to "take effective measures, in consultation and cooperation with the indigenous peoples concerned, to combat prejudice and eliminate discrimination and to promote tolerance, understanding any good relations among indigenous peoples and all other segments of society"; and

NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of Trinidad shall recognize Indigenous Peoples' Day on the second Monday in October; and

BE IT FURTHER PROCLAIMED that the City of Trinidad shall continue its efforts to promote the prosperity and well-being of the Trinidad Indigenous community; and

BE IT FURTHER PROCLAIMED that Indigenous Peoples' Day shall be used to reflect upon the ongoing struggles of Indigenous People on this land, and to celebrate the thriving culture and value that Indigenous Peoples add to our city; and

BE IT FURTHER PROCLAIMED that the City of Trinidad encourages other businesses, organizations, and public institutions to recognize Indigenous Peoples' Day.



DISCUSSION AGENDA ITEM 2

SUPPORTING DOCUMENTATION ATTACHED

2. Discussion/Decision regarding Water Main Replacement for Van Wycke Street.

RECAP: At the regular meeting on July 14, 2020, the City Council discussed and voted unanimously to approve the construction of a temporary water main connection to replace the 6" water main taken out of service due to the failing bluff along the Van Wycke Trail. There was no public comment regarding this item at that meeting, and the following motion was adopted:

*Motion (Davies/Grover) **passed unanimously** to:*

- *Authorize the City Engineer to develop emergency temporary repair plans and cost estimate for City review.*
- *Authorize the Public Works Director to proceed with temporary repairs to be paid from the Water Fund.*
- *Direct Staff to pursue funding for predevelopment and construction of a permanent water line.*
- *Authorize staff to negotiate and execute an agreement with GHD not to exceed \$30,000 to develop a PER to be paid with SEARCH Grant funds.*

The City Engineer has prepared the plans as instructed, and staff is requesting authorization to request the cost estimate from the City's pre-qualified contractor list. Due to the cultural sensitivity of the Van Wycke trail area, synchronized timing of the plan completion and this meeting, and desire for the City to keep this project moving forward, the proposed plans are being brought to the Council for public review and input prior to bid solicitation.

Staff Recommendation: Review and receive input on the proposed design, and consider authorizing staff to proceed as planned by soliciting cost estimates from the City's pre-qualified contractor list and then proceed with construction of the approved plans by the Contractor with the lowest bid.

Background – From the 07-14-2020 meeting packet

A replacement water main is needed to serve southwest Trinidad. The area is currently served by a functional 4" water main on Edwards and an out of service 6" water main on Van Wycke. Due to the failed Van Wycke main, a temporary repair is needed to support adequate fire flows while permanent replacement of the water main is being planned and constructed. The contract City Engineer (GHD, Inc.) recommends 1) as soon as practicable, constructing a temporary bypass on Van Wycke. The cost for the temporary bypass may vary depending on input from CalFire and the Trinidad Fire Chief and is roughly estimated to be between \$15,000 and \$30,000. A more detailed cost estimate will be prepared once input has been received, and 2) proceed with planning and constructing a permanent water main, ideally within the next 12 months. This includes development of a preliminary engineering report.

The south edge of town borders an unstable bluff area. Since 2010, the Van Wycke right of way (ROW) has been slumping, and raising the likelihood that the buried water main would rupture and fail. A catastrophic failure of the water main would cause a disruption of water service to customers, discharge potable water down the unstable and culturally sensitive bluff area into the Trinidad Bay ASBS, and potentially empty the City storage tanks. As a precaution, the City shut off and isolated the Van Wycke segment of water main in the slumping area. Severe storms such as the one in 2017 further destabilized the bluff and the continued slumping of the Van Wycke right of way continues to affect all the utilities in that area. City staff have recently tested the line by slightly opening the upper isolation valve and found that the isolated line is leaking.

The contract City Engineer Patrick Sullivan (GHD, Inc.) recently ran a model of the water distribution system, including fire flows, as part of a larger water system and supply analysis. The model indicated fire flows could not be supported with the 6" water main out of service. Public Works Director Ryan DeSmet and Fire Chief Tom Marquette conducted fire hydrant pressure tests in southwest Trinidad and verified that fire flows in southwest Trinidad could not be provided. Staff have been working with the City Engineers to identify temporary and permanent repair options, develop cost estimates and to seek funding for the repairs.

Current and potential impacts:

- Inadequate pressure for fire flows in SW Trinidad
- Low pressure in SW Trinidad during hydrant testing or flushing
- Potential water main failure during firefighting in SW Trinidad due to negative pressure
- Potential introduction of contamination into the water main during firefighting in SW Trinidad due to negative pressure
- Potential for complete interruption of service in SW Trinidad
- Potential for draining the water system storage tanks & interruption of service in entire system

Budget Implications and Financing: *Temporary Repairs:* The Water Fund has a balance in the neighborhood of \$1 million, so the estimated \$15,000 - \$30,000 for temporary repairs is available.

Permanent Water Main Replacement: The Grant Coordinator has identified several opportunities to fund the pre-development and construction of a permanent water line to replace the failed Van Wycke water line.

- USDA Water and Environmental Program (WEP)- the City is eligible for 75% grant funding plus 25% loan funding at interest rate of 1.125% - 1.5%. The City can combine this funding with other non-USDA funding such as DWSRF.
- USDA Special Evaluation Assistance for Rural Communities and Households (SEARCH) Grants – These \$30,000 grants pay for predevelopment planning costs to assist with preparation of an application for USDA WEP financing applications.
- Drinking Water State Revolving Fund (DWSRF) – 1.4% interest loans, loan forgiveness and grant programs are available for water system planning and construction projects.

The City of Trinidad intends to file applications for federal financial assistance with the U. S. Department of Agriculture, Rural Utilities Service. The project includes predevelopment and construction of a permanent water main. Any comments regarding this application should be submitted to the City of Trinidad at PO Box 390, Trinidad, CA 95570 or cityclerk@trinidad.ca.gov.

Staff will develop a SEARCH grant application for up to \$30,000 for preparation of a preliminary engineering report (PER). The PER is required for the USDA application for construction funding. GHD, the contract City Engineer will prepare a PER scope of services, as requested by staff, not to exceed \$30,000. The City may also apply for a SEARCH grant of up to \$30,000 to prepare a WEP financing application and develop the NEPA environmental documentation.

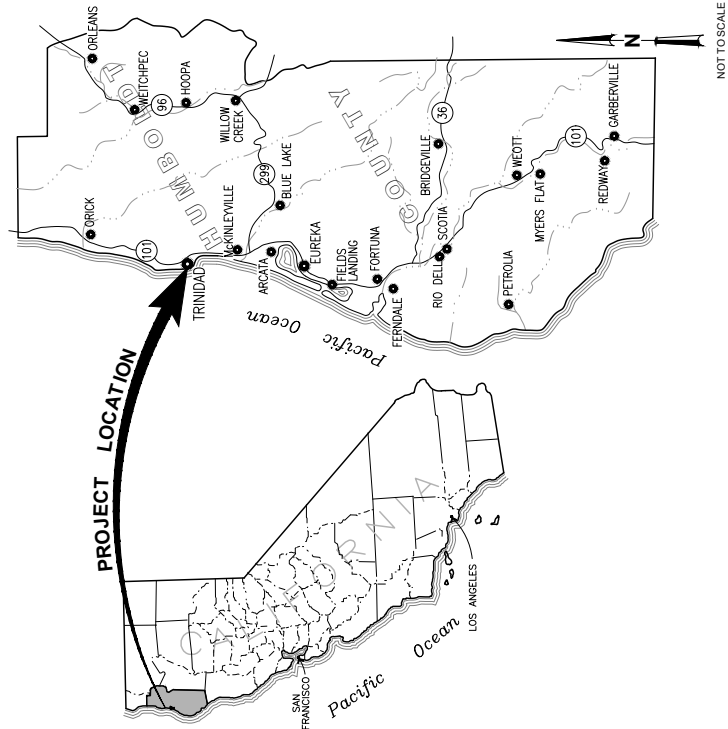
CITY OF TRINIDAD

VAN WYCKE ST. TEMPORARY UTILITY REPAIR

SEPTEMBER 2020



AREA MAP



LOCATION MAP

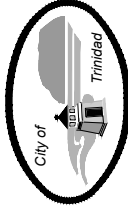


SHEET INDEX

SHEET NO.	SHEET TITLE
G-001	COVER SHEET
G-002	GENERAL NOTES SYMBOLS & ABBREVIATIONS
C-001	UTILITY PLAN AND PROFILE
C-002	DETAILS

DRAFT PLANS

FOR REVIEW



Bar is one inch on original size sheet.

0 1"

Release of Documents
This document and the ideas and designs incorporated herein are the property of GHD Inc. and shall not be reused in whole or in part for any other project without GHD's written authorization.
© 2020 GHD



GHD Inc.
710 Third Street
San Francisco, CA 94101 USA
T 77 743 8326 F 177 444 8330 W www.ghd.com

Drawn	SS	Designer	SAP/SSS
Checking	SA	Design	SAPS
Project Manager	SA	Date	10/2/2020

Client
CITY OF TRINIDAD

Project
VAN WYCKE ST. TEMPORARY UTILITY REPAIRS

Title
COVER SHEET

Project No.
11194120

Revision No.
ANSID

Scale
AS SHOWN



DISCUSSION AGENDA ITEM 3

SUPPORTING DOCUMENTATION ATTACHED

3. Discussion/Decision regarding Resolution 2020-19; Entering into an Energy Service Design-Build Contract for the Town Hall Solar Project.

The City of Trinidad partnered with Redwood Coast Energy Authority (RCEA) to execute the administrative heavy-lifting to plan and manage the installation a Solar array on the roof of the Trinidad Town Hall. RCEA put the project out for bid in August, and held a pre-bid conference for interested, qualified contractors. The total project was presented as 2 components; 1) A mandatory solar array, and 2) an optional back-up battery storage.

The attached documents explain the results of the bid process, and provide insight from RCEA representative Mike Avcolle as to the credentials of both contractors.

A typical public bid process would yield clear results... the lowest, qualified, and responsive bid would be selected. However, in this situation the City is faced with an opportunity to further its commitment to energy resiliency and climate awareness. The bid from Haven-Electric includes the option of battery storage.

The City applied for an energy resiliency grant through PG&E earlier this summer for the battery storage component of this project, but was not awarded the grant. RCEA assisted the City in applying for a 1% interest loan program through the California Energy Commission, but staff concluded it would be more efficient to simply pay for the project using the budget reserves that have been saved over many years specifically for public building improvements and investments. The FY2020-2021 budget adopted in June includes this expenditure.

The question before the Council tonight is whether to dip further into the reserves to the tune of approximately \$18,500 to go for the solar/battery back-up combo, or stick with the lowest bid for solar only and complete the project under budget.

Some additional information to consider:

- Current budget reserves are stable available should the battery storage option be desired.
- The current town hall generator runs off propane, is nearly 20 years old, and costs between \$800-1,500/year to maintain. Costs rise each year as generator components continue to deteriorate with age.
- The current generator is located in the alley behind the building, adjacent to numerous residences, emits noise at a very high volume when operating, along with a potent exhaust.

Staff Recommendation: Review the bids, award the contract to the appropriate contractor, update and approve Resolution 2020-19, and authorize the City Manager to execute the contract documents for the Town Hall Solar Project on behalf of the City.

Subject: FW: Proposal Comparrison
From: "Trinidad City Manager" <citymanager@trinidad.ca.gov>
Date: Thu, Oct 08, 2020 4:19 pm
To: "Gabe Adams" <cityclerk@trinidad.ca.gov>
Attach: Trinidad_PV_Bid_Comparison.pdf

From: Mike Avcollie [mailto:MAvcollie@redwoodenergy.org]
Sent: Wednesday, September 09, 2020 1:58 PM
To: Eli Naffah
Cc: Gabe Adams; rpricehall@trinidad.ca.gov; Marianne Bithell
Subject: Proposal Comparrison

Hi Eli,

I have had time to review both proposal received by the City of Trinidad and I have attached a summary of that review to this email. A brief summary below:

- Roger, a well-known solar installer (he installed the solar arrays at Trinidad Elementary) bid on solar only and his cost was \$37,700. His proposal was brief but responsive and responsible.
- Haven Electric provided a detailed proposal and bid on base bid A (solar) for \$49,280; and Additive Alternates A (Battery backup system) for \$26,000 and B (Tie batteries into existing generator set up) for an additional \$1,000. Haven Electric estimates there would be a \$6,750 rebate for the battery system.

If the City wants to go with a battery backup system, then Haven is the only choice and I think a very good one. Their proposal and qualifications are excellent and their cost is below what I would have expected (my original estimate for the City was \$33,000). If the City wants to pursue the solar-only option, then Roger gives them a very cost competitive and professional installer that will do a great job.

Let me know what you think and what your recommendation to City Council (if any) would be.

Thanks,
Mike Avcollie
Project Manager | Redwood Coast Energy Authority
(707) 382-0187| www.RedwoodEnergy.org

Trinidad Town Hall Solar PV Bid Comparison

	Haven-Electric	Roger
Responsive	Yes. Provided preliminary design, detailed system description, detailed installation plan	Yes. Provided preliminary system size and cost and estimated savings along with qualifications. No preliminary design, solar only, no additive alternates
Team Qualifications	Highly Qualified	Highly Qualified
DIR Registered	Registered	Registered
Scope	Pages 2-3	Page 3
Exclusions	None	None
Installation Location	South facing roof of Town Hall	Assumed to be south facing roof of Town Hall
Proposed Solar PV System Size (kW DC)	14.2	14.5
Base Bid A Price	\$49,280	\$37,700
Proposed Solar PV Cost/Watt	\$3.47	\$2.60
First Year Solar PV Output (kWh/yr)	19,307	19,000
First Year Cost Savings (\$/yr)	\$4,440	\$4,500
Panel Warranty (years)	25	25
Inverter Warranty (years)	25	
Additive Alternate A Price (\$)	\$26,000	NA
Additive Alternate B Price (\$)	\$1,000	NA
Battery System Size (kW)	14	NA
Battery Capacity (kWh)	27	NA
Estimated Rebate (\$)	\$6,750	NA
Contact Person	Mark Schaeffer	Roger
Phone Number	707-502-5454	707-444-9901
Notes:	Very detailed, provides cost competitive bids for Alternates A and B. Highly qualified.	Brief proposal, but highly qualified and cost competitive. No preliminary plans, designs, equipment specs.



RESOLUTION 2020-19

**ENTERING INTO AN ENERGY SERVICE DESIGN-BUILD CONTRACT PURSUANT
GOVERNMENT CODE SECTIONS 4217.10 ET SEQ.**

WHEREAS, the City of Trinidad is a public agency authorized by Government Code section 4217.10 et seq. to enter into agreements to develop energy conservation, cogeneration and alternate energy supply sources at its facilities; and

WHEREAS, in order to enter into an energy service design-build contract, notice must be given and the Council must make specific findings; and

WHEREAS, this Board has held a regularly scheduled public hearing, public notice of which was given at least two (2) weeks in advance; and

WHEREAS, this Board has reviewed and received information sufficient to allow it to make the requisite findings set forth below.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF TRINIDAD DOES HEREBY RESOLVE, DETERMINE, AND ORDER AT A PROPERLY NOTICED MEETING, AS FOLLOWS:

1. The City Council of the City of Trinidad makes the following findings:

- (a) The anticipated cost of the energy conservation facility are less than the anticipated marginal cost to the City of standard energy services as evidenced in the attached Exhibit A.
- (b) It is in the best interest of the City of Trinidad to enter into an energy service design-build contract.

2. City Council of the City of Trinidad does hereby authorize the City Manager to enter into the attached Energy Service Design-Build Contract (Exhibit B), pursuant to Governing Code section 4217.10 et seq., in an amount not to exceed \$ _____, for the design and construction of City of Trinidad's Town Hall Solar project.

PASSED AND ADOPTED AT A PROPERLY NOTICED MEETING BY THE TRINIDAD CITY COUNCIL of Humboldt County of the State of California this 13th day of October, 2020.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the Trinidad City Council by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Attest:

Gabriel Adams
Trinidad City Clerk

Steve Ladwig
Mayor

TRINIDAD CITY HALL
P.O. Box 390
409 Trinity Street
Trinidad, CA 95570
(707) 677-0223

Steve Ladwig, Mayor
Gabriel Adams, City Clerk



NOTICE OF PUBLIC HEARING, OCTOBER 13, 2020

**CONSIDERATION OF ENTERING INTO ENERGY SERVICE DESIGN-BUILD
CONTRACT FOR CITY HALL PV SOLAR PROJECT**

Notice is hereby given that on September 08, 2020 at approximately 6:00PM at the regular meeting of its City Council, the City of Trinidad ("City") will conduct a public hearing at Trinidad City Hall located at 409 Trinity Street, CA, to obtain comment regarding the City's consideration of entering into an energy service design-build contract pursuant to the provisions of the California Government Code Section 4217.10, et seq.

The Hearing will be open to the public. At any time before that date and time set forth in this notice for the Public Hearing, written comment on the proposal may be filed at the Trinidad City Hall, 409 Trinity Street, CA. All persons wishing to comment at the public hearing will be given an opportunity to be heard.

For additional information, please contact Eli Naffah, Trinidad City Manager.

Posted: September 15, 2020.



DISCUSSION AGENDA ITEM 4

SUPPORTING DOCUMENTATION ATTACHED

4. Discussion/Decision regarding Draft Government-to-Government Meeting Policy.

City of Trinidad Tribal Consultation Policy

(Government to Government Consultations)

I. Introduction

The purpose of this policy is to ensure effective government-to-government consultation between the City of Trinidad, a California incorporated city and local government (“City”), and tribes and tribal communities regarding the development of policies, programs, projects, plans, property decisions, and activities (collectively, “Activities”) that may affect tribal communities. The goal is to promote discussion and consideration of the views of tribes and tribal communities in an effort to resolve the concerns of as many parties as possible.

II. Process and City Ad Hoc Committee as Tribal Liaison

The City will seek to identify California Indian tribes that may be affected by City sponsored Activities, and to consult with the affected tribes at a time that allows a reasonable opportunity for tribes to comment and participate. The City will develop a contact list for all federally recognized tribes and known non-federally recognized tribes with interests on/within the City’s jurisdiction. Where the City anticipates an action or City sponsored Activities will/may affect tribes, the City will seek to disseminate public documents, notices, and information relevant to its Activities to affected tribes. Notices will be designed to include sufficient detail of the topic to be discussed to allow tribal leaders an opportunity to fully engage. The City will identify agency staff, including decision-makers, associated with the Activities in question, who can ensure that tribal concerns will be considered.

The City will seek to conduct meetings, outreach, and workshops at times and locations that facilitate tribal participation. The City will request information from tribes when conducting research or studies that pertain to or could affect tribal lands or cultural resources. Pursuant to California Government Code § 65352.4 and applicable law, the City will engage in the “government to government” consultation where appropriate and as required by law. Government Code § 65352.4 defines consultation as, “[the] meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance.” Effective consultation is recognized as an ongoing process, not a single event. The consultation process should focus on identifying issues of concern to tribes pertinent to the cultural place(s) at issue, including cultural values, religious beliefs, traditional practices, and laws protecting California Native American cultural sites, and defining the full range of acceptable ways in which a local government can accommodate tribal concerns.

The City will create an Ad Hoc Committee consisting of two (2) members of the City Council and the City Manager to serve as the City’s designated tribal liaison and main contact for tribes. The Ad Hoc Committee will seek to ensure that outreach and consultation occur regularly and consistent with this policy.

III. California Environmental Quality Act (“CEQA”) Consultation Protocol

In accord with California Public Resources Code § 21080.3.1, prior to the release of any negative declaration, mitigated negative declaration, or environmental impact report for a project within the City and/or for which the City serves as lead agency under the CEQA, the City shall follow the procedures and protocols established by Sections 21080.3.1 and 21080.3.2 to facilitate effective government to government consultation with affected tribes and mitigate against potential disturbance of culturally significant resources.

IV. Disclaimers

This policy is intended solely for the guidance of employees of the City. It is not intended, and should not be construed, to define the legal relationship between the City and any California Indian tribes or tribal communities. This policy is not intended to replace or supplant obligations mandated by federal or California law. The policy provides general guidance for improving City consultation, communication and collaboration with tribes to the extent that a conflict does not exist with applicable law or regulations. This policy is not intended as a regulation, or to create, expand, limit, waive, or interpret any legal rights or obligations of the City.



DISCUSSION AGENDA ITEM 5

SUPPORTING DOCUMENTATION ATTACHED

5. Discussion/Guidance regarding Halloween in Trinidad.

Agenda Item – Halloween in Trinidad

Date: October 13, 2020

Summary:

With Halloween coming soon, we would like to get community input on how to best treat Halloween this year in light of COVID-19. Some cities are planning controlled activities, while others are only asking people to abide by social distancing, face coverings, and avoid gatherings. We wanted input on which direction to pursue in notifying residents.

Some examples:

Eureka: On Halloween day will have 3 parks open for trick or treaters. People will sign up for designated times to walk-through the park. Times will be scattered throughout the day. Candy will be distributed in a baggy that has been prepared days in advance to avoid COVID contact. Masks are required. Sign up is through their parks department at the Adorni Center.

Rio Dell: Is waiting for Public Health Department guidance and suggested State guidelines. Masks and Social Distancing will be required.

Arcata Main Street: Will be distributing candy through a tube.

Our League of California Cities representative provided us with the following:

San Diego county is providing no guidance or restrictions except to emphasize gatherings of any size of non-family members are still prohibited. No cities are going to openly cancel Halloween or trick-or-treating as they feel that will cause unrest. Many are posting reminders on website about gathering rules. San Diego is in Red tier and cities and county have been using that as a caution for people to stay in line so they don't revert back to back to purple. Cities that have high traffic volume have in the past closed off streets to provide for safer trick-or-treating. They are not going to do that this year and will let residents know they are discouraging trick or treating en masse.

In LA County the city managers were hoping that the county would send something out more definitive. One manager did say that they were not going to direct the police department to ticket people, so if people wanted to go door to door they could.

In the South San Joaquin Valley, the city managers are also waiting on the county to issue directives. For political reasons, the cities in that area are in no way equipped to cancel Halloween gatherings and then enforce them, so they will likely ignore them and urge people to not gather.

One city, Signal Hill, is doing a drive thru and another is doing a month long scavenger hunt.

One city will do the movie, Hocus Pocus, as a drive-in & car decorating contest.

The city of Whittier will hold their 5k Spooktakular event virtually this year.

Council Action:

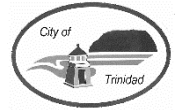
Discuss, receive Council comments, receive community input, and give staff direction.



DISCUSSION AGENDA ITEM 6

SUPPORTING DOCUMENTATION ATTACHED

6. First Reading of Ordinance 2020-02; Amending Section 3.20.100 Regarding Transient Occupancy Tax Recordkeeping.



ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY OF TRINIDAD, SECTION 3.20.100 OF THE TRINIDAD MUNICIPAL CODE REGARDING RECORDKEEPING.

The Trinidad City Council does hereby ordain as follows:

ORDINANCE 2020-02, SECTION 1:

Section 3.20.100 of the Trinidad Municipal Code (located in Title 3, Chapter 20, relating to Tourist Occupancy Tax) is hereby deleted and the following text shall be inserted in its place:

Section 3.20.100: Record keeping.

- A. It shall be the duty of every operator liable for the collection and payment to the city of any tax imposed by this chapter to keep and preserve, for a period of five years, all records as may be necessary to determine the amount of such tax as he may have been liable for the collection of and payment to the city, which records the tax administrator shall have the right to inspect at all reasonable times. [Ord. 92-1 § 1, 2/15/92].
- B. Purpose and Performance of the Audit: Operators should be aware that they are subject to audit. Audits are necessary to determine whether operators are accurately reporting occupancy tax and promote compliance. No matter which city department may perform the audit, requests are at the tax administrator's reasonable discretion.
- C. When to Perform an Audit: Audits may be performed at the following suggested intervals:
 - 1. Any time the tax administrator believes an operator is underreporting.
 - 2. When there is a pending change in lodging house ownership.
 - 3. Any time the tax administrator believes the business may be subject to the tax but has not registered.
 - 4. At regular intervals, with the time between audits dictated by the number of lodging houses to be audited or staff available to audit.

ORDINANCE 2020-02, SECTION 2:

This Ordinance shall take effect 31 days following adoption.

PASSED AND ADOPTED by the City Council of the City of Trinidad, State of California, on October 13, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Attest:

Gabriel Adams
Trinidad City Clerk

Steve Ladwig
Mayor

First Reading: October 13, 2020

Second Reading:



DISCUSSION AGENDA ITEM 7

SUPPORTING DOCUMENTATION ATTACHED

7. Discussion/Decision regarding Restricting Overnight Parking on Edwards Street Between Trinity and Hector Street.

Agenda Item – Restrict Overnight Parking on Edwards between Trinity and Hector

Date: October 13, 2020

Summary:

During this summer, the City has seen parking issues arise especially along Edwards Street between Trinity and Hector streets. Labor Day weekend saw a rash of RV's and other vehicles parking on both sides of Edwards Street especially in this area between Trinity and Hector to Van Wycke.

Some options for discussion include the following:

- No overnight parking in this area
- No RV parking overnight anywhere in the city
- Identify hours of violation, i.e. 10 pm – 6 am
- Create permanent signage to that effect

Council Action:

Receive community and Council input, and give staff direction.

Other potential related issues:

- Parking Study
- Traffic Study
- Truck Traffic Routes
- Etc.



DISCUSSION AGENDA ITEM 8

SUPPORTING DOCUMENTATION ATTACHED

8. Resolution 2020-20 – Supporting Prop 20, Reducing Crime and Keeping California Safe Act

ACTION ALERT!!

Proposition 20 Reducing Crime and Keeping California Safe Act

Request for City Resolutions

BACKGROUND:

Under current law, many violent crimes in California that impact our communities such as domestic violence, date rape, the sex trafficking of children, and assault with a deadly weapon, are considered “nonviolent” offenses.

This means that thousands of offenders who have been convicted of these violent crimes are eligible for early prison release, without serving their full sentences and without warning to their victims.

In addition, habitual retail theft is affecting the small businesses in our communities. Theft has increased by 12 to 25 percent, with losses of more than \$10 billion dollars and counting, since the passage of Proposition 47 four years ago. This puts a strain on the already decreased local sales tax revenues related to COVID-19.

In 2016, Proposition 47 reduced theft under \$950 to a simple misdemeanor, allowing offenders to steal repeatedly with virtually no consequence, provided each theft is below the \$950 threshold.

WHAT WILL PROPOSITION 20 DO?

Proposition 20 addresses two urgent and costly issues facing California cities — rising violent crime, and an increase in retail theft.

Proposition 20 appropriately reclassifies as “violent” some heinous crimes currently categorized as “nonviolent” to ensure those convicted of these crimes serve their full sentences. Proposition 20 will protect our communities from violent offenders by preventing early release of those who have committed these serious crimes.

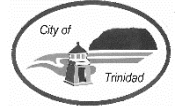
Proposition 20 creates two additional categories of punishable crimes with increased penalties to address “serial” theft and “organized retail” theft, crimes that deeply affect our already struggling small businesses and residents.

ACTION

The League of California Cities has endorsed Proposition 20 on the November ballot.

We ask that your city consider adopting a city resolution in favor of Proposition 20 as soon as possible. Please send a copy of your adopted city resolution (*sample attached*) to:

Keep California Safe Campaign, kelli.reid@mcnallytemple.com
League of California Cities, CityLetters@cacities.org
Your League Regional Public Affairs Manager



RESOLUTION 2020-20

**A RESOLUTION OF THE TRINIDAD CITY COUNCIL SUPPORTING PROPOSITION 20:
THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT.**

WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters, and other violent criminals should not be released early from prison; and

WHEREAS, recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders"; and

WHEREAS, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, a total of 33 of the state's 58 counties saw increases in their violent crime rates in 2017; and

WHEREAS, this measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

WHEREAS, nothing in this act is intended to create additional "strike" offenses which would increase the state prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses; and

WHEREAS, shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees; and

WHEREAS, since 2014, the total value of stolen property has increased every year. In 2018, the total value of stolen property in California was 32% higher than the total in 2014; and

NOW, THEREFORE, BE IT RESOLVED that the Trinidad City Council hereby supports Proposition 20: The Reducing Crime and Keeping California Safe Act.

PASSED AND ADOPTED BY THE TRINIDAD CITY COUNCIL of Humboldt County of the State of California this October 13, 2020.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the Trinidad City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Gabriel Adams
Trinidad City Clerk

Steve Ladwig
Mayor

CC: Keep California Safe Campaign: kelli.reid@mcnallytemple.com
League of California Cities: CityLetters@cacities.org
Sara Sanders, Regional Public Affairs Manager: sanders@cacities.org



GOT QUESTIONS? WE'VE GOT ANSWERS!

Q1: Does this initiative repeal Propositions 47 and 57 or AB 109?

A1: No. This initiative fixes very specific flaws contained in Props 47 and 57 and AB 109 but does not repeal them. Specifically, it corrects four components of these initiatives and legislation that are adversely impacting public safety and victims:

- Reclassifies currently “nonviolent” crimes like rape of an unconscious person, sex trafficking of a child and felony domestic violence as “violent” — to prevent the early release of inmates convicted of these crimes
- Restores “teeth” to theft laws for serial thieves and organized theft gangs, which were removed under Prop. 47 leading to rampant and blatant abuse
- Reinstates DNA collection for those convicted of theft, domestic violence, drug and other crimes that are directly connected to more violent crimes and will help to solve rape, murder and other violent crimes — and to exonerate those wrongly accused
- Provides increased information and communication for courts, public defenders, DAs, sheriffs and victims; requires hearing for serial parole violators; adds factors for the Board of Parole Hearings consideration

Q2: The Attorney General’s Office estimates the initiative will cost anywhere from a couple million to tens of millions of dollars annually. Isn’t that too expensive?

A2: An estimated \$78 worth of property is stolen **every second** in California.¹ What's more, illegal drug use costs California **\$44 billion** annually through early death, impaired driving and violence² — yet Prop. 47 removed a judge's ability to impose court ordered drug rehabilitation programs to help those serial offenders to turn their lives around. Today, the courts can still provide the incentive to addicts by the promise of clearing their misdemeanor records but it's **purely voluntary**, and since there's no threat of jail time or a felony record, their incentive is very low.

So, dedicating a few million dollars to re-incentivize drug court, crack down on serial theft, and help prevent truly violent predators from re-offending is certainly an investment worth making — saving property, lives and even tax dollars over time.

Q3: Doesn't this put thousands more people in prison?

A3: No. This claim is either a misunderstanding or misrepresentation of the initiative. The initiative doesn't put **any** additional people in prison. It is specifically written to ensure that truly violent criminals are not released early; to help law enforcement solve more violent crimes; and to restore "teeth" to serial theft laws allowing the courts to sentence repeat offenders to county jail, thereby protecting property and once again making California's successful drug courts an integral part of our criminal justice system.

Q4: Some opponents allege that the initiative is racially biased claiming that most drug offenders who are arrested are Black and Latino. Is this true?

A4: The changes made within the initiative are to California government codes which, by law, must be applied equally to all. As to the demographic makeup of drug offenders, we defer to the California Dept. of Justice, which states that there were just over 28,000 felony drug arrests in 2018³, and of those 35.6% were White, 42.2% were Hispanic, 15.3% were Black and 6.8% were other ethnicities. During that same year there were just under 188,000 non-marijuana misdemeanor drug arrests, of which 44.4% were White, 39.8% Hispanic, 10.8% Black and 5% Other. When compared to the state's census breakdown — which is 36.8% White, 39.3% Hispanic, 6.5% Black and 21.3% Other — it would appear that Whites and Blacks are somewhat overrepresented in arrests, while "other" ethnicities are quite underrepresented. It is important to also remember that the initiative does not change Prop. 47 with regard to drug possession, which remains a misdemeanor.

However, since the initiative restores the incentive for drug addicts (who repeatedly steal to support their addiction) to complete rehabilitation programs through our successful drug court system, turn their lives around and **expunge** their criminal records through deferred entry of judgment (DEJ) — a benefit that Prop. 47 deprived them of — an argument could be made that the initiative offers a unique **benefit** to those whose addiction is a significant contributing factor to their criminal behavior.

Q5: The legislature passed AB 1065 to deal with serial theft, so hasn't that problem already been solved?

A5: Sadly, no. As we pointed out to the Legislature at the time, this law does little to solve serial theft since it requires law enforcement to establish probable cause at the point of arrest and for prosecution to prove conspiracy with the intent to resell and requires multiple convictions within a short period of time — which is extremely difficult, time intensive and not a cost-effective use of taxpayer monies.

On the other hand, Proposition 20 practically, effectively and fairly addresses the state's serial and organized theft crisis, created by Prop. 47, which increased the threshold for theft to be considered a felony from \$450 to \$950. Theft has increased by 12-25 percent, with losses of more than \$10 billion and counting since its passage.⁴

The initiative revises the theft threshold by giving the courts the authority to charge a misdemeanor or a felony for serial theft when a person has been convicted twice and arrested a third time for stealing at a value of at least \$250 (value threshold lowered from \$950 to \$250 for the third time only). Unlike AB 1065, the initiative does not require a conspiracy conviction and defines "organized theft" as just two or more persons working in concert to steal. The initiative also addresses the rampant theft problem of credit/debit and identity theft. Given that these crimes are so intrusive into the lives of their victims, the initiative returned the authority to the courts providing them the flexibility to address each criminal act on its own merit.

¹<https://www.zdnet.com/article/california-abandons-2-billion-court-management-system/>

²<https://www.sciencedaily.com/releases/2017/02/170217012901.htm>

³Crime in California, 2018, California Department of Justice

⁴openjustice.doj.ca.gov



Ad paid for by Yes on 20 – Keep California Safe, a Project of the
California Public Safety Partnership Issues Committee
Committee major funding from
Devin Nunes Campaign Committee
San Bernardino County Sheriff's Employees' Benefit Association
Funding details at www.fppc.ca.gov



DISCUSSION AGENDA ITEM 9

SUPPORTING DOCUMENTATION ATTACHED

9. Fiscal Year Budget Review

The FY2020-2021 budget was adopted at the June 23rd City Council meeting. At that meeting, Councilmember Davies asked for “calendared budget meetings to be scheduled quarterly this upcoming year”, and the request was made that an update be provided to the Council at this meeting.

Quarterly reviews make clean benchmarks for understanding fiscal performance. Although this meeting is occurring after the close of the first quarter of fiscal year (September 30), financial reporting through September 30 generally lags 30 days past the close of the month. The financials published in this packet (Consent Agenda Item 2) cover the period of July 01-August 31. It is hard to understand trends with just two months of activity displayed, but there’s never a bad time to conduct budget check-points throughout the year.

The last time the Council discussed City finances was on June 23 when the budget was approved. There were several revenue uncertainties due to the Covid-19 shut-down crisis that Staff was tasked with forecasting to develop an understanding of the City’s financial position as it transitioned to the new fiscal year. Those unknowns posed significant pot-holes in the budgeting process, and the rational that the City would weather the storm at that time was based on the following premise; 1) the reduction of expenses overall in 2019-2020 offset forecasted losses in the April-June quarter, and 2) any revenue losses beyond anticipated decreases would be covered by a healthy reserve allocated for budget stabilization.

For reference, the figure below was included in budget presentations in May & June to explain how the city approached revenue budgeting for the Covid Shut-Down quarter of April-June 2020:

City of Trinidad General Fund Revenue Source Projection FY 2020					
Property Tax	\$ 100,000				
Sales Tax 1%	\$ 111,000	Budget, Minus 35% Decline for April-June Qtr.			
Sales Tax .75%	\$ 111,000	Budget, Minus 35% Decline for April-June Qtr.			
Occupancy Tax	\$ 97,000	Budget, Minus 85% Decline for April-June Qtr			
Vehicle Licenses	\$ 28,500				
Licenses/Permits	\$ 48,000	Business & STR Licenses, Development Permits, Etc.			
Rent/Franchise Fees	\$ 118,000	Verizon Rent Windfall			
Interest Earning	\$ 17,500	Budget, Minus 30%			
Other	\$ 12,632				
Total	\$ 643,632				

As it turns out, the City received \$100,069 in Transient Occupancy Tax, and \$277,773 in Sales Tax through quarter ending June 30, 2020. The Occupancy Tax projection was predictable because Covid forced a complete closure of the short-term rental industry. The Sales Tax projection, however, was less predictable. It appears that the impact of having less people consuming taxable goods in town may have been offset by residents purchasing taxable goods online.

Having these numbers in perspective sets the table for measuring how Staff approached budgeting for 2020-2021. While many communities have cut programs, staffing, and faced difficult decisions to reduce core services due to major revenue declines, the City of Trinidad budgeted cautiously with a business-as-usual perspective and seems to have weathered the storm. Our responsible budgeting, lean staffing, and fiscal discipline has helped cushion the blow and uncertainties that Covid unleashed in February.

Moving forward, the savings generated by not fulfilling the ambitious spending goals laid out in 2019, combined with a steady stream of sales tax revenue through the April-June quarter has equipped the City to balance the worst case FY2020-2021 revenue scenario illustrated in the figure below. This worst-case scenario is based on a 50% decline in revenues that depend highly on visitors and economic viability.

City of Trinidad General Fund Revenue Scenarios for 2020-2021					
Source	Baseline	30% Decline	40% Decline	50% Decline	
Property Tax	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
Sales Tax 1%	\$ 130,000	\$ 91,000	\$ 78,000	\$ 65,000	
Sales Tax .75%	\$ 130,000	\$ 91,000	\$ 78,000	\$ 65,000	
Occupancy Tax	\$ 140,000	\$ 98,000	\$ 84,000	\$ 70,000	
Vehicle Licenses	\$ 28,500	\$ 28,500	\$ 28,500	\$ 28,500	No changes expected
Licenses/Permits	\$ 48,000	\$ 48,000	\$ 48,000	\$ 48,000	No changes expected
Rent/Franchise Fees	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	No cell tower lease
Interest Earning	\$ 20,000	\$ 15,000	\$ 15,000	\$ 15,000	Conservative estimate
Other	\$ 12,632	\$ 12,632	\$ 12,632	\$ 12,632	
Total	\$ 633,132	508,132	468,132	428,132	
		\$ (125,000)	\$ (165,000)	\$ (205,000)	
Notes:					
Trinidad has adequate reserves to brace for the impact of 2020-2021 Fiscal Year					
Resolution 2019-05 designated reserve funds for Emergency and Budget Stabilization.					
Common for cities with large sales and occupancy tax revenues to have high reserves due to volatility.					

As for July 01-August 30, Staff welcomes questions regarding the information presented above, and the financial statements presented in Consent Item 2. A follow up meeting in December would be appropriate considering all reporting for the QE September 30 will be complete, the FY2020 Audit may be available, and there's a chance the City may know the outcome of the Sales Tax Election Measure E.